

**NATIONAL TOLL  
PAYMENT SERVICES PLC.**

**General Terms and Conditions of Individual Agreements on  
Data Reporting by Toll Declaration Operators**

Effective from: *20 November 2015*

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These General Terms and Conditions (“GTC”) regulate the contractual relationship between National Toll Payment Services Private Limited Company (“NTPS”) and the declaration operators performing the declaration operator’s tasks stipulated in the Toll Road Act and the Enforcement Decree of the Toll Road Act.

## **1. Details of NTPS and contact details of its customer service**

Name: National Toll Payment Services Private Limited Company Limited  
by Shares

Registered seat: 1134 Budapest, Váci út 45/B

Registered by: Metropolitan Court of Budapest as Registration Court

Registration no.: 01-10-043108

Tax no.: 12147715-2-44

Schedule **Hiba! A hivatkozási forrás nem található.**

## **2. Introduction**

NTPS shall act as toll collector and bound toll service provider under the Toll Road Act.

There are several service providers in the Hungarian market that provide businesslike localisation and vehicle protection services to its subscribers in connection with vehicles, as part of these services they provide people who subscribe to such service with an onboard unit (OBU) suitable for recording road use and they process the data transferred by the OBUs.

NTPS and the Operator intend to cooperate with respect to the provisions of the Toll Road Act applicable to the toll declaration operator.

Subject to the above NTPS hereby enters into an agreement with the Operators the standard provisions of which applicable to all toll declaration operators shall be set out in the General Terms and Conditions.

The provisions of this GTC, its Schedules and the Individual Agreement and its Schedules, and also the resolutions and statements issued by NTPS (until withdrawn) shall exclusively be applicable to the contractual relationship entered into based on this GTC, its Schedules, the Individual Agreement and its Schedules, thus no practices agreed upon and established between NTPS and the Operator in their previous business relations shall become part of the contractual relationship established based on the GTC and the Individual Agreement. Furthermore, no practice widely recognized and frequently applied in the respective business by the subjects of similar contracts shall either become part of the GTC and the Individual Agreement.

Should there be any discrepancy between the provisions of the GTC (its Schedules) and of the Individual Agreement, the content elements individually negotiated and agreed between NTPS and the Operator shall become part of the Individual Agreement.

The primary officer of NTPS shall, in the extent facilitated in law, including the potential culpable conduct of the primary officer, not be held liable, in connection with its activities as primary officer, for any damage cause by NTPS to third parties, for which NTPS shall exclusively be liable.

The Operator acknowledges that should the primary officer of NTPS cause any damage to the Operator in connection with this legal relationship (including circumstances where such damage is the result of breach of conduct occurring as a result of the culpable conduct of the primary officer), NTPS shall exclusively be liable. The Operator shall enter into the liability insurance policy under Clause 7.2 of the GTC (Clause 7.2 The Operator undertakes to maintain a liability insurance from the Commencement Date during the term of the Individual Agreement that complies with the following requirements) before the connection licence is issued by NTPS and send it to NTPS immediately after the conclusion of the policy. c) Upon the request of NTPS the Auditor shall

inspect compliance with the connection terms and conditions. The primary officer of NÚSZ shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The Operator waives its right of enforcing any claim for the ascertainment or confirmation of liability of the primary officer of NTPS.

The primary officer of NÚSZ shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The liability of the primary officer of NÚSZ is entirely excluded in cases of breach of contract on the part of NÚSZ.

Pursuant to the contract of NTPS and to legal provisions, NTPS may be replaced in this GTC and the Individual Agreement by HTA or any other legal entity that may likewise enter this contract in lieu of NTPS, as a legal successor, or as a result of assignment or contract transfer, of which fact NTPS shall notify the Operator electronically within reasonable time. In such case the Operator undertakes to continue to provide the services under the Individual Agreement without interruptions to the replacement or assignee or legal successor specified in the letter of NTPS. In the event of a call center the waiting time needed for connecting to the operator is a factor greatly influencing satisfaction of the customers. This waiting time is the time between the selection from the menu and the live connection of the Operator.

### 3. Definitions

The terms and expressions used in the GTC and the Individual Agreement shall have the following meaning. The terms marked with capital letter in the list below shall be used with capital letter in the GTC and the Individual Agreement, while the terms with small initial letter shall be marked with lower case letters in the GTC and the Individual Agreement. The terms not used in the body text of the GTC shall be defined in **Hiba! A hivatkozási forrás nem található.** of the GTC.

**"Data Reporting"**: c) Toll Roads affected by Data Reporting in the last six months prior to the period affected by the audit (or if the Agreement has been in effect for a shorter period, then in the at least two months from the effective date of the Agreement); or d) if the Agreement has not been in effect for two months, instead of the Operator's data the Base Toll Road shall be defined based on the data of all the toll declaration operators defined in Clause A2, contracted by NTPS and having similar Vehicle Fleet to that of the Operator. **Hiba! A hivatkozási forrás nem található.**

**"Auditor"**: b) The Operator notifies NTPS once it manages to comply with the connection terms and conditions under Clause 2.2 herein ("Conditions of accession") subject to the provisions of the information letter delivered to it.012

**"GTC"**: In this Általános Szerződési Feltételek a bevallási közreműködők adatszolgáltatására vonatkozó egyedi szerződéshez

The duty defined as such in the Toll Road Act. (The Operator is the toll declaration operator entering into the Individual Agreement.) (The Operator entering into the Individual Agreement shall be a toll declaration operator.)

**"Fine"**: 410/2007 (XII.29.) on the scope of traffic offences punishable by administrative fines, the amount of the fines to be imposed in case of infringement of the traffic rules concerned, the rules of appropriating the collected sum and the terms and conditions of collaboration in control. XII. 29.) The monetary sanction charged under the above Government Decree.

**"accession license"**: A statement issued by NTPS and defined in 0 of the GTC.

**"accession process fee"**: Since the notification shall be carried out by the Toll Declaration Operator in email, in SMS and on the phone as well, the latest date of the above shall be taken into account for the calculation of the SLA9.0

**"Toll Payment Agreement"**: The agreement entered into by and between NTPS and the Customer on the payment of Toll.

**"Toll Road"**: Any Road Section defined in Decree 25/2013 of the Ministry of National Development on the amount of the toll and toll roads which Vehicles may use for a Toll. (V. 31.) Any Road defined in Decree 25/2013 of the Ministry of National Development on the amount of the toll and toll roads which Vehicles may use for a Toll.

**"Individual Agreement"**: The measurement is carried out by examining the calls registered by the systems operated by the Toll Declaration Operator explicitly for ensuring the operation and support of the call center and of the data logged in relation to the calls.

**"Lost Profit"**: The damages shall equal the sum of the amount calculated pursuant to Clause C1 (i.e. A1.3.) and the 10total toll payable subject to the actual Data Reporting during the whole of the period affected by the audit.

**"Enforcement Agency"**: the agency charged with the official tasks related to controlling toll payment, and established to perform general police duties.

**"charging period"**: The period defined as such in Clause 11.3 of the GTC.

**"Subscription Agreement"**: Subscription agreement concluded by and between the Operator and owner, operator or user of the vehicle regarding locationing and vehicle protection services provided by the Operator in respect of the vehicle, irrespective of the manner of entering into the agreement with special regard to the fact whether or not the Customer and the Operator entered into the agreement in writing or the legal relationship between the Customer and the Operator was established by the fact that the Customer bought the commercially available OBU previously registered by the Operator or as a result of any other kind of implicit behaviour.

**"Person to be Notified"**: The person who is registered in the ET System in respect of a Vehicle as a person entitled to be notified at the time of notification along with the contact data provided thereof.

**"Processing System"**: The IT system of the Operator including the OBU on board of the Vehicles belonging to Customers, which system will use the locationing data transferred from the OBU to calculate (define) the data content of the Data Reporting to be delivered.

**"Supervisory Authority"**: the official supervisory authority pursuant to Government Decree No 209/2013. (VI. (vi)95% of calls successful, which is the proportion of the calls not going through to the operator in the call service related to the total number of the calls and in terms of which lost call is the call where the call is disconnected following the IVR selection, during the waiting for the operator, and where the calculation of the percentage of the completed calls is as follows:

**"Vehicle"**: The "toll bound vehicle" under the Toll Road Act.

**"Vehicle Fleet"**: The aggregate (number) of Vehicles that are registered with NTPS as Vehicles of the Operator's Customers at the relevant point in time.

**"Interface"**: The IT connection surface and IT service provided by NTPS for receiving Data Reporting.

**"Commencement Date"**: e) data of receiving Data Reporting and the details of the Road Usage Right applied for and granted pursuant to the Data Reporting. **Schedule 4**

**"reimbursement"**: **"reimbursement"**: the flat rate cost reimbursement payable by NTPS to toll declaration operators in the amount stipulated in Decree 29/2013 (VI.12.) of the Ministry of National Development on the calculation and sum of the flat rate to be paid by the toll collectors to toll service providers and by the bound toll service provider to toll declaration operators and retailers. (VI. 12.) **Value of service level** It is an expectation related to the service level, that the Toll Declaration Operator shall notify the customers of the breakdown of its Processing System within

240 minutes (4 hours) maximum regarding the total number of customers using data reporting of the Toll Declaration Operator:

**"Service Level"**: The quality related requirements of Data Reporting defined subject to the specifications stipulated in **Hiba! A hivatkozási forrás nem található.** Clause 4 of the GTC.

**Minimum Service Level and faults** If the total number of the skipping reports correctly sent by the Toll Declaration Operator within a measurement period does not reach 70% of the total number of the conceptual cases then, following the examination period, the NTPS shall be entitled to terminate the Individual Agreement with immediate effect.

**"ET System"**: The electronic system operated by NTPS for declaring, levying and collecting tolls, supporting the supervision of toll payment and authorised use of the toll road sections.

**"ET System Live Launch"**: The date on which NTPS commences the operation of the ET System to ensure compliance with the obligations stipulated by the law or agreements concluded with third parties.

**"Toll"**: The fee (toll) payable for the use of the Toll Roads in proportion to the distance travelled.

**"Road Section"**: A section of all the public roads of Hungary, uninterrupted from a transport perspective, the beginning and end of which are defined with kilometre sections.

**"Customer"**: With respect to a certain period the Operator failed to notify the NTPS of an event under Clauses A or B, however, it was discovered by the auditing agency while auditing Data Reporting (Clauses 9.3 or 9.4 of the GTC) that a) the arithmetic mean of the number of uses of Toll Road calculated with the help of the localisation and temporal data used as a basis for Data Reporting regarding the period affected by the audit ("ADÚSZ") and the number of "base Toll Roads" ("BDÚSZ") calculated as follows, is less than 75% ( $ADÚSZ/BDÚSZ < 75\%$ ), and

**"Toll Road Act"**: Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, carriageways and highways.

**"Enforcement Decree of the Toll Road Act"** The Enforcement decree published bases on the authorising provisions of to the Toll Road Act, including, but not limited to the following:

- Decree 25/2013 (V.31.) of the Ministry of National Development on the amount of the toll and toll roads; (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads.
- Decree 29/2013 (VI.12.) of the Ministry of National Development on the calculation and sum of the flat rate to be paid by the toll collectors to toll service providers bound toll service provider to toll declaration operators and retailers; (VI. 12.) of the Ministry of National Development on the amount of the toll and toll roads.
- Government Decree 209/2013. (VI. All skipping reports shall fall within the projection base, where the reception date of the skipping report sent by the Toll Declaration Operator into the ET System falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month.

**"Road Usage Right"**: The right under the Toll Road Act the existence of which proves that the relevant person complied with its obligation to pay Toll with respect to the given Toll Road.

**"Applicable Laws"**: The Toll Road Act, the Enforcement Decree of the Toll Road Act and the following laws or any law replacing them having the same subject matter:

Act I of 1988 on Public Road Transport;

Act LXVI of 1992 on Registration of Citizens' Personal Data and Address;

Act XXXIV of 1994 on the Police;

Act LXXXIV of 1999 on the Public Road Transport Registry;

Government Decree 410/2007 (XII.29.) on the scope of traffic offences punishable by administrative fines, the fines to be imposed in case of infringement of the traffic rules concerned, the rules of appropriating the collected sum and the terms and conditions of collaboration in control; XII. 29.) The amount of the damages shall be calculated by the Parties pursuant to Clauses A1, A2 and A4 on the condition that a) the whole of the period affected by the audit is considered as a period affected by the lack of data, and

Government Decree 156/2009 (VII.29.) on the fines to be levied in case of the breach of certain provisions related to public road goods and passenger transport, and also public road traffic, furthermore on the authority tasks related to levying fines. (VII. 29.) Government Decree 156/2009 (VII.29.) on the fines to be levied in case of the breach of certain provisions related to public road goods and passenger transport, and also public road traffic, furthermore on the authority tasks related to levying fines.

#### **4. Subject matter of the GTC**

- 4.1. Pursuant to these GTC the Operator as toll declaration operator shall perform the Customer's data reporting obligation to NTPS as bound toll service provider and all other obligations stipulated in the GTC and the Individual Agreement for the Operator.
- 4.2. As part of the Data Reporting under Clause 4.1 of the GTC the Operator undertakes to regularly notify NTPS through the Interface provided by NTPS if the Customer applies for Road Usage Right for a given Toll Road with respect to the Motor Vehicle identified by the OBU.
- 4.3. NTPS shall ensure that the Interface is continuously available and NTPS shall grant the Customer Road Usage Right pursuant to the application forwarded by the Operator (subject to compliance with the specific terms and conditions stipulated in the Toll Payment Agreement). The Auditor is entitled to verify the content of such declaration or at its own discretion accept the Operator's declaration as compliance with the condition precedent on the condition that in the last case the Auditor has the right to verify compliance with the conditions precedent even subsequently. The data traffic through the Interface qualifies as official data traffic (communication, contact) between the Parties that has legal effect.
- 4.4. In order to ensure Data Reporting under this Agreement NTPS hereby undertakes:
  - a) to receive Data Reporting from the Operator, through the Interface;
  - b) to process Data Reporting submitted by the Operator through the Interface;
  - c) to provide the Operator with map layers with respect to Toll Roads;
  - d) to provide the Operator with the data determined in the GTC, necessary to start Data Reporting;
  - e) to continuously provide confirmations determined in the GTC through the Interface;
  - f) to continuously inform the Operator through the Interface about the Customer data necessary for the Data Reporting and their change, and also about other information defined in Schedule 1 of the GTC.
- 4.5. With respect to the map layer under Clause 4.4 c) of the GTC as a work protected by copyright NTPS hereby grants the Operator a non-exclusive, non transferable right of use for the term of the Individual Agreement and the territory of Hungary to use the work in the manner and to the extent necessary to comply with the obligation of the Operator

stipulated in the GTC, the Individual Agreement and the agreement concluded with the Customer for toll declaration operator activities.

(ii) 180 seconds waiting time, which means the period between the selection from the IVR and the connecting of the operator. It is calculated by dividing the total waiting time with the total number of calls; The Operator must remove the logos and cease using them if demanded by NTPS and the Operator will bear the related costs. The Operator may not grant a licence to a third party for the use of the HU-GO logos and may only modify the logos to increase or decrease their size proportionately, to convert them into black-and-white logos or to convert them into greyscale.

- 4.6. No information or material shall be provided by NTPS for Data Reporting apart from those stipulated in the GTC for the Operator.
- 4.7. NTPS shall pay to the Operator a reimbursement from specified in the Applicable Laws. The measurement is based on the log entries of the customer notification, requested from the Toll Declaration Operator, as registered in the Call Center for the given measurement period.
- 4.8. **Hiba! A hivatkozási forrás nem található.** (technical specification) of the GTC shall define the Operator's technical type of duties, obligations and expectations against it.

## **5. Conditions precedent to the commencement of Data Reporting**

- 5.1. The condition precedent to the cooperation in line with the subject matter of the GTC shall be compliance with the terms and conditions stipulated in the GTC, in particular with those defined in Schedules 1 and 0, including the payment of the accession licensing process fee and the accession license issued NTPS. No connection licensing procedure shall be commenced until the lump sum fee of the connection licensing procedure is not paid by the Operator to the Auditor.
- 5.2. Once the Individual Agreement is concluded the Operator and NTPS shall negotiate how and from when the Operator can ensure compliance with the terms and conditions stipulated in the GTC, and also the expected date of the statement specified in Clause 0 0 **Hiba! A hivatkozási forrás nem található.** of the GTC.
- 5.3. The Operator shall comply with its obligations under the GTC and the Individual Agreement from the Commencement Date stipulated in the accession license to be issued pursuant to 0 of the GTC.
- 5.4. Following the execution of the Individual Agreement during the term thereof NTPS shall ensure the conditions set out in 0 of the GTC on the condition that NTPS
  - a) makes the registration available for the contracted customers of Operator obliged to pay toll from the Commencement Date stipulated in the accession license or any time specified by NTPS in a separate statement;
  - b) receives and processes Data Reporting from the Commencement Date;
  - c) ensures Customers Road Usage Right subject to Data Reporting, and in case the conditions set out in the GTC are fulfilled, from the Commencement Date
- 5.5. Should the ET System Live Launch fall on a date later than that defined in Clause 4. d) of Government Resolution 1060/2013 (II.13.) or if the live operation of the ET System is suspended either temporarily or permanently after the ET System Live Launch, NTPS shall send a notice to the Operator, if possible, five business days in advance, and no Data Reporting shall be received during such period. (II. 13.) Should the ET System Live Launch fall on a date later than that defined in Clause 4. d) of Government Resolution 1060/2013 (II.13.) or if the live operation of the ET System is suspended either temporarily or permanently after the ET System Live Launch, NTPS shall send a notice to the



Operator, if possible, five business days in advance, and no Data Reporting shall be received during such period or in the case of a final shutdown. In the cases specified in this section, NTPS shall notify the Operators of the deadline by which the Operators will carry out the Data Reporting and the Skipping Report, taking into account the 25-day submission deadline.

The Operator hereby accepts that NTPS shall have no liability to pay damages for damage incurred by the Operator as a result of the ET System Live Launch being postponed, the suspension, or temporary or permanent shut down of the ET System (including but not limited to lost profit, revenues and depreciation of its assets).

- 5.6. The Operator is obliged to provide NTPS free of charge with 2 pieces of each type of OBUs provided to Customers within 8 days following the notification of NTPS to that effect.

## **6. The Operator's tasks related to the Road Usage Right**

- 6.1. If the Toll Declaration Operator needs to notify the total customer base, this shall be carried out within 4 hours maximum, either automatically or by way of personal contribution. The GTC determines the details of the events generating notification of the total customer base.
- 6.2. Authorisation by the Customer required for Data Reporting to be used in toll declaration shall be obtained by NTPS from the Customer. On the basis of the Toll Payment Agreement NTPS has the right to suspend the provision of Road Usage Right to the Customer pursuant to Data Reporting, and in such cases it also has the right to suspend the processing of Data Reporting.
- 6.3. Data Reporting shall be forwarded to NTPS as bound toll service provider and it shall be used by NTPS as a basis for collecting Toll directly from the Customer for the benefit of the toll collector.

6.4.

For calculating the performed service level the difference between the times of all Customer Notifications related to customer-notification event giving rise to complete data reporting shall be determined. If the reason for customer-notification is the breakdown causing data delay, detailed under chapter 3.3.1 of the GTC, then the customer notification shall be commenced within 19 hours (1140 minutes) of the detection of breakdown (Time of Reporting the Breakdown). OBU provided by the Operator shall mean the onboard unit with respect to which there is a Subscription Agreement in force between the Operator and the Customer (notwithstanding whether such OBU was purchased by the Customer from the Operator or a third party, and also irrespective of the fact whether or not the Customer had an effective subscription agreements previously with other toll declaration operator regarding the same OBU.)

The Operator shall be liable to NTPS under the general rules of the Civil Code unless otherwise provided by this GTC.

- 6.5. The service level shall be calculated by determining the correctly sent data reportings and the conceptual data reportings generated on the basis of the actual road usage. All data reportings sent by the Toll Declaration Operator, which are justified by the GTC and do not contain any error (particularly either any incomplete data reporting, or any erroneous surplus, i.e. any data reporting not covered by actual road usage) shall qualify as correctly sent data reporting.

- a) Data Reporting contained less Road Usage Right application than would have been needed according to actual road use (in particular if the Data Reporting contained no intelligible data, no Data Reporting was delivered through the Interface or Data Reporting was defective or deficient to such an extent that NTPS was unable to clearly identify the requested Road Usage Right), the Enforcement Agency may levy a fine on the Customer;
- b) Data Reporting contained more Road Usage Right applications than would have been needed according to actual road use, such shall not affect the Road Usage Right granted to the Customer, and NTPS shall not reimburse or return the Toll paid for Road Usage Right not affected by actual road use, either to the Customer or the Operator, unless it is expressly required to do so pursuant to the agreement or the law.

- 6.6. In addition to Clause 6.5 of the GTC NTPS undertakes to notify the Customer of the liabilities under Clause 6.5 of the GTC in the Toll Payment Agreement.
- 6.7. Should NTPS become aware of defective or deficient Data Reporting by the Operator (in particular as a result of the audit under Clause 9 of the GTC), it shall notify the Operator thereof but shall reserve the right to demand compliance with the Data Reporting obligation.
- 6.8. NTPS hereby represents that it enters into agreements with other toll declaration operators with the same terms and conditions as those of the agreement with the Operator.

**7. The Operator's liability for damages towards the Customer, securities to be provided by the Operator**

Pursuant to the designation laid down in law, NÚSZ is a business organisation in exclusive state ownership operating for public benefit and pursuing activities of highlighted significance from the aspect of the national economy, which has to perform its activities in compliance with applicable legal provisions and the contracts regulating the financing of its activities from the central budget and is obliged to pay all revenues resulting from this activity into the central budget.

NTPS shall multiply the duration of each time interval affected by the lack of data with the average base Lost Profit per hour for the base interval with the same feature. The amount payable shall be the damage qualifying as the thus calculated Lost Profit. Naturally, this provision will not affect those terms of the GTC that limit the Operator's liability in any form.

Based on the legal relationship between NTPS and the HTA, NTPS will be required to forward to the HTA toll revenue data provided by the toll declaration operator as a subcontractor the NTPS; the data will be forwarded in an electronic format that can be further processed.

- 7.1. The Operator shall be liable for at least the following damage caused by the Operator's defective or deficient Data Reporting:
  - a) in the case stipulated in Clause 6.5 a) of the GTC for the Fine paid by the Customer,
  - b) in the case stipulated in Clause 6.5 b) of the GTC for the extra Toll paid by the Customer.
- 7.2. The Operator undertakes to maintain a liability insurance from the Commencement Date during the term of the Individual Agreement that complies with the following requirements:

- a) it is provided by an insurer holding a license for insurance activity in Hungary;
- b) provides coverage for damage incurred by the Customer from Fine under 7 a) of the GTC and for damage caused to NTPS (and through it to the Hungarian State) pursuant to Clause 10.1 of the GTC, including in particular damages arising from lack of data identified during Data Reporting audits pursuant to Clause 9.4 of the GTC and the total Lost Profit calculated according to the provisions of **Hiba! A hivatkozási forrás nem található.** of the GTC;
- c) with the terms and conditions below, it has a valid insurance policy, where the abbreviations below have the following meanings:  
 "GÁ" = Vehicle Fleet volume (see Clause 3 of the GTC);  
 "KFÖF" = maximum limit of the liability insurance;  
 "KÖRSPEC" = specific operator's deductibles applicable for the following types of damage: damage caused by a Fine levied on the Customer due to the Operator's defective or deficient Data Reporting that is not deemed to be a Breakdown Causing Data Delay or Material Breakdown defined in Clauses 3.3.1 or 3.3.2 of **Hiba! A hivatkozási forrás nem található.** of the GTC ("special fine")  
 KÖRÁLT = the operator's deductibles for damages covered by paragraph b) other than the special fine type of damage defined in connection with KÖRSPEC

(a) if  $G\acute{A} \leq 5000$ , then

KFÖF per occurrence => HUF 20 million	KFÖF per annum => HUF 40 million	KÖRÁLT=< a) 10% of the damage per occurrence where the damage caused by the damaging event is >HUF 10 million; and b) HUF 1000 000 Ft per occurrence where the damage caused by the damaging event is =< HUF 10 million.	KÖRSPEC=< a) HUF 1000 000 for each calendar year, and b) in case of further damage caused within the same calendar month and exceeding the amount under paragraph a) 33% of the damage in excess to the sum in paragraph a)
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(b) if  $G\acute{A} > 5000$ , but  $G\acute{A} \leq 10\ 000$ , then

KFÖF per occurrence => HUF 50 million	KFÖF per annum => HUF 100 million	KÖRÁLT=< a) 10% of the damage per occurrence where the damage caused by the damaging event is >HUF 25 million; and b) HUF 2 500 000 per occurrence where the damage caused by the damaging event is =< HUF 25 million.	KÖRSPEC=< a) HUF 2 500 000 for each calendar year, and b) in case of further damage caused within the same calendar month and exceeding the amount under paragraph a) 33% of the damage in excess to the sum in paragraph a)
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(c) if  $G\acute{A} > 10\ 000$ , but  $G\acute{A} \leq 20\ 000$ , then

KFÖF per occurrence => HUF 100 million	KFÖF per annum => HUF 200 million	KÖRÁLT=< a) 10% of the damage per occurrence where the damage caused by the damaging event is >HUF 50 million; and b) HUF 5 000 000 per occurrence where the damage caused by the damaging event is =< HUF 50 million.	KÖRSPEC=< a) HUF 5000 000 for each calendar year, and b) in case of further damage caused within the same calendar month and exceeding the amount under paragraph a) 33% of the damage in excess to the sum in paragraph a)
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(d) if  $G\acute{A} > 20\ 000$ , then

KFÖF per occurrence => HUF 200 million	KFÖF per annum => HUF 400 million	KÖRÁLT=< a) 10% of the damage per occurrence where the damage	KÖRSPEC=< a) 10 000 000 for each calendar year, and
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		caused by the damaging event is > HUF 100 million; and b) HUF 10 000 000 per occurrence where the damage caused by the damaging event is =< 100 million.	b) in case of further damage caused within the same calendar month and exceeding the amount under paragraph a) 33% of the damage in excess to the sum in paragraph a)
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d) the insurer shall only be exempted in case of damage caused by crime.

7.3. When the Individual Agreement is concluded, the maximum volume expected in the year of the Individual Agreement as estimated by the Operator, shall apply to the number of Vehicle Fleets, and the Operator shall take out liability insurance subject to such estimated volume.

7.4. If the Vehicle Fleet volume applicable to the liability insurance changes to an extent that the liability insurance limit under the liability policy needs to be increased, the Customers of the Operator will be unable to register any further Vehicles on the interface provided by NTPS until the Operator proves NTPS the existence of an amended liability policy that complies with the terms and conditions applicable to the bigger Vehicle Fleet.

7.5. The Operator shall stipulate in the liability insurance policy that the insurer or its agent shall immediately notify NTPS about the termination of the liability insurance policy.

7.6. The Operator shall immediately notify NTPS about the amendment or termination of the liability insurance policy pursuant to Clause 7.2 of the GTC, and this may serve as a reason for immediate termination stipulated in Clause 15.12 a) of the GTC.

## 8. NTPS expectations towards the Operator in relation to the Subscription Agreement

8.1. The Operator warrants that the Subscription Agreements comply with the requirements set out in the GTC and the Individual Agreement.

8.2. The Operator undertakes

a) not to exclude in the Subscription Agreement its liability for damages under Clause 7 of the GTC, and it shall not provide for a liability for damages less than that stipulated in Clause 7 of the GTC;

b) to inform its Subscribers of the securities available to the Subscribers under Clause 7 of the GTC.

8.3. In order to inspect compliance with the obligation set out in Clause 8.2 a) of the GTC NTPS has the right to inspect the Subscription Agreements during the term of the Individual Agreement.

8.4. The Operator shall act as prescribed below in case complaint handling procedures based on Customer's notification:

a) d) As a reimbursement of the costs of verifications to be conducted as part of the connection licensing procedure the Operator shall pay NTPS a connection licensing fee. The connection licensing fee is payable in advance, and it means the same, fixed lump sum fee for each and every toll declaration operator. NTPS shall send the result of the investigation it carried out to the Operator in writing within 5 working days following the receipt of the notification. The Operator, on its own behalf, shall inform the Customer directly about the result of the investigation of the complaint in writing. At the same time, this notification shall also be sent in writing to NTPS.

b) **Description of service level** It is a further important task of the Toll Declaration Operator to ensure contact channels for its customers, where the customers may report their complaints and raise their questions.

- c) If the Customer files a complaint with NTPS and NTPS is of the view that contribution of the Operator is necessary for the substantive investigation of the complaint, NTPS shall send the complaint to the Operator. This applies to all calls where the call results in directly calling the operator (for e.g. temporary failure of the IVR system etc.). The period between the two times shall be added up and then divided with the number of calls concerned (calculation of average waiting time).
  - d) During the proceedings described in Points a) – c) above, the Operator shall record all complaints filed in a register, and regularly manage the most important data related to complaints (including, but not limited to their status and whether a response was sent by the Operator, if yes, then when and in what form).
- 8.5. Irrespective of the provisions of Clause 8.4, if it is expressly requested by the Customer and NTPS, the Operator shall consult NTPS with respect to the method of managing the complaint.
- 8.6. The Operator shall allow the Auditor to inspect the Operator's complaint management process under Clause 8.24 of the GTC at a time agreed by the Parties in advance, and, as part of this, it shall permit the Auditor to review the register referred to and the supporting e-mails and other documents.
- 8.7. Furthermore the Operator shall:
- a) notify and inform the Customer in the case, manner and with the content specified in **Hiba! A hivatkozási forrás nem található.** of the GTC;
  - b) ensure for the Customer that information on the operation and use of the OBU provided to it are continuously available.
  - c) ensure that all employees, agents, subcontractors and other performance partners involved in the toll declaration operator activity (hereinafter jointly referred to as: performance partner) are properly trained;
  - d) refrain from making statements that might be interpreted as an undertaking for and on behalf of NTPS to Customers;
  - e) keep proper records of all facts related to the performance of the Subscription Agreements and the services which may be material in case of dispute, if any.
- 9. The method of Data Reporting, delivery of statements regarding performance, regular and extraordinary audit of Data Reporting**
- 9.1. If in one measurement period the total number of the requests is less than 20, then the following sanctions shall be applied:
- 9.2. At the end of each charging period, before the 15<sup>th</sup> day following the charging period, the Operator shall deliver NTPS a statement regarding the performance of the Service Levels, in the form, with the data content and extent defined and communicated by NTPS before the Commencement Date (hereinafter: Service Report).
- 9.3. Within the retention period under Clause 18.2 of the GTC the Auditor may on a case-by-case basis or regularly monitor (either personally, or through a performance partner) compliance with the requirements set out in the GTC and the Individual Agreement, including the Service Levels set out in Point 4 of **Hiba! A hivatkozási forrás nem található.** of the GTC, during one or more charging period in question (audit). As part of the audit the Operator shall provide the Auditor with all the data accumulated in connection with its activity as toll declaration operator (including in particular the ID numbers and types of OBUs used by each Customer, and the technical specifications and data thereof as well) pursuant to the provisions of Clause 18.5 of the GTC. Furthermore,

during the audit the Operator shall ensure that the Auditor can run the necessary technical tests with the help of the Processing System.

- 9.4. Within the retention period under Clause 18.2 of the GTC, in special cases, out of turn, the Auditor may request data recorded in the Processing System to be made available in the form, with the data content and to the extent defined by NTPS, if NTPS noticed that the volume of Data Reporting in a previous charging period or in a part of it, is significantly less than (a) the volume of Data Reporting performed by the Operator in any previous charging period (or in a part thereof), (b) the volume of data reporting performed in a similar period by toll declaration operators with similar Vehicle Fleet as that of the Operator.
- 9.5. The Auditor shall notify the Operator of the audit at least three business days in advance, unless the audit becomes necessary for extraordinary events, including in particular audits performed subject to Clause 9.4 of the GTC. If the power and procedure of the Auditor is regulated by a special law, then this Clause 9.5 may only be applied if such special law does not specifically stipulate otherwise or if compliance with the obligation under this Clause 9.5 by the Operator does not infringe the procedural rules described therein.
- 9.6. The results of the audit shall be recorded by the Auditor in an audit report.
- 9.7. If auditing under Clauses 9.3-9.4 of the GTC is not performed by NTPS, NTPS may review the report of the audit results. If auditing under Clauses 9.3-9.4 of the GTC is performed by the Supervising Authority (i.e. not by the performance partner of NTPS), then the Operator undertakes to deliver NTPS the audit report within five business days.
- 9.8. Irrespective of the provision set out in Clause 9 above regarding the Audit, NTPS is entitled to
  - a) ask for a written report from the Operator about the performance of the Service Level and other provisions of the GTC as per the period and parameters determined by NTPS
  - b) inspect the annual report of the closed business year (if the Operator is obliged to prepare such an annual report).
- 9.9. The written report shall be sent to NTPS within 15 days, while the annual report shall be sent within 30 days to NTPS.
- 10. The cases and conditions of Lost Profit, default penalty and defective performance penalty payment, balance addition due to incorrect data reporting or individual OBU error, penalty and lump-sum fee related to balance recharge**
- 10.1. The Operator shall reimburse NTPS for Lost Profit – due to the Hungarian State with respect to the Toll – arising from defective (not performed) Data Reporting in the cases stipulated in **Hiba! A hivatkozási forrás nem található.** of the GTC and calculated pursuant to the provisions of **Hiba! A hivatkozási forrás nem található.** of the GTC provided that the Operator is liable for defective Data Reporting.
- 10.2. The Operator shall not be obliged to pay NTPS (and the Hungarian State in relation to the activity related to Toll collection) damages for lost revenues or profit in excess to that stipulated in 10.1 of the GTC.
- 10.3. NTPS has the right to primarily set off its Lost Profit against the reimbursement payable to the Operator hereunder. If set off against the reimbursement is not possible, NTPS shall deliver to the Operator a statement of the amount of damage which the Operator shall pay within 30 days.

- 10.4. The Operator notified NTPS that a) certain Data Reporting can only be performed by its Processing System with delay, but no loss of data is expected regarding the data forwarded by the onboard units, and
- 10.5. i) If the Operator performs Data Reporting not supported by real road usage, except for Skipping Session Matching or sends multiple Skipping Reports (Skipping Reports sent multiple times among the same positioning data), NTPS shall reimburse the Toll paid for unused Road Sections to the Customer's balance after NTPS becomes aware of this (hereinafter: **"incorrect extra data reporting"**). The Operator is obliged to pay penalty in the case of crediting caused by incorrect extra data reporting. The amount of penalty to be paid regarding a calendar day (in a period between 0-24 with respect to the ETS time) shall be 20% of the credited Toll but at least HUF 25,000. The reporting can only be done by the Operator within 45 days from the ITS time of the data reporting. When the Operator makes the report, it must use the format and the method specified by NTPS and must provide a proper reasoning. NTPS will assess the reports at its own discretion and will make a decision on crediting on the basis of its own assessment.
- (ii) If the Customer purchases a Route Ticket due to an individual on-board unit error report from the Operator and then the Operator makes Data Reporting based on data retrieved from the on-board unit regarding one or more Toll Road sections of an identical route (hereinafter: **extra data reporting due to an on-board unit error**), then, at the request of the Customer, NTPS will credit/return to the Customer's account the Toll for the same sections paid by the Customer on the basis of the Data Reporting. A Route consisting of the Road Sections disclosed in reported data can be considered an identical route if within the validity period of the purchased Route Ticket Data Reporting was received for at least 75% of the toll Road Sections and it cannot be established on the basis of all the received Data Reporting or Skipping Reports that the vehicle used the route of the Route Ticket multiple times. In this case, the Customer may request refund within 45 days from the validity date of the route ticket from NTPS by disclosing the motor vehicle and the number of the route ticket. As a lump-sum fee of the crediting, NTPS will be entitled to be paid 20% of the amount added to the balance but at least HUF 3000; this fee will be borne by the Customer.
- 10.6. If the Operator commits a fault in a given measurement period pursuant to the provisions of Service Level (Point 4 of Schedule 1), NTPS becomes entitled to apply penalty for defective performance determined below in respect of the given measurement period. In order to determine the amount of the penalty for defective performance, the parties summarize the number of faults committed by the Operator in the given measurement period. The basis of the defective performance penalty is the total amount of cost reimbursement to be paid in the given period (irrespective of the defective performance penalty and the deduction of Lost Profit) without VAT. Amount of the defective performance penalty shall be 0,01% of the cost reimbursement defined in the previous sentence per each default.
- 10.7. In addition to the cases defined elsewhere in this GTC, the Operator will be required to pay a defective performance penalty at the following rates in the following cases:
- a) If the Operator fails to handle customer complaints within the deadline specified in Clause 8.4 c), a penalty will be paid at a rate of HUF 10,000 for each day started during the period of delay (maximum HUF 100,000).
- b.) If the Operator fails to report the technical failures defined in this agreement within the deadline specified in Clause 3.3 of Annex 1, a penalty will be paid at a rate of HUF 50,000 for each hour started during the period of delay (maximum HUF 250,000).

c) If the Operator fails to deliver a Service Report within the deadline specified in Clause 9.2, a penalty will be paid at a rate of HUF 15,000 for each day started during the period of delay (maximum HUF 250,000).

## **11. Payment of the reimbursement**

- 11.1. The basis and amount of cost reimbursement shall be regulated by the laws in force from time to time. On the effective date of the GTC, cost reimbursement shall be based on the sum of the Toll levied by NTPS based on road use by the Operator's Customers in the relevant month based on the Data Reporting suitable for establishing the Toll (not including value added tax). **e) Settlement of accounts** **Description of the requirement:** delivering reports required for verifying the extent of reimbursement and the utilisation proportion. The Operator will not receive a cost reimbursement for Toll returned to the customer's balance.
- 11.2. The Operator hereby accepts that in case of changes in the law regulating cost reimbursement, the basis and amount of reimbursement shall also change without the amendment of the GTC, however, NTPS undertakes to notify the Operator thereof.
- 11.3. The charging period between the Parties shall be a full calendar month.
- 11.4. Within 15 days after each charging period NTPS shall draft a statement for the relevant charging period of all the tolls the Operator's every Customer was obliged to pay pursuant to the Operator's Data Reporting. The Operator accepts that, irrespective of the Data Reporting, reimbursement shall be subject to the toll payment obligation of the Customer (the toll based on the Customer declaration), therefore the Operator shall receive no cost reimbursement in case of exemptions from toll payment or the suspension of toll payment obligations.
- 11.5. If the Operator disputes the content of the statement, it may submit a detailed written objection against the itemised content of the statement within 4 business days after the receipt of the statement, and it shall deliver all data recorded in its own statement with respect to the relevant item, provided that such data may be disclosed to NTPS. NTPS shall review the content of and the data set out in the objection within 5 business days, and if it agrees, it shall deliver the Operator the corrected statement, otherwise NTPS shall notify the Operator of its dismissal and the reasons thereof within the same date. If no objection is received, the statement shall be deemed accepted on the 6<sup>th</sup> business day.
- 11.6. Based on the statement accepted or deemed accepted NTPS shall issue a performance certificate for the Operator who will issue its invoice of the reimbursement based on such certificate. Where no objections are made to the contents of the statement under Clause 11.5, the NTPS shall issue a performance certificate to the Operator within 8 business days following approval of the statement.
- 11.7. The Operator shall attach NTPS's original performance certificate to the invoice, and shall also indicate on the invoice the specific identification code delivered to it by NTPS at least 15 days prior to the closing of the first invoicing period following the issuance of the accession license.
- 11.8. Furthermore, the Operator acknowledges and accepts that the invoice and the documents being inseparable attachments shall be received by the Finance and Accounting Department of NTPS (or in case of a change the organisational unit having the same duties, on the date of the Individual Agreement: 1134 Budapest, Váci út 45. B épület, Finance and Accounting Department).
- 11.9. The invoice sent by the Operator shall be reviewed by NTPS within five business days of receipt. If NTPS raises objections against the invoice or any item or part thereof within



such time, then following a written notice to this effect the Operator shall deliver a new invoice with respect to the non-disputed items within four business days (pursuant to the terms and conditions stipulated in the law). If the objection was justified, the Operator is obliged to correct the invoice.

- 11.10. Furthermore, the Operator acknowledges that NTPS is unable to pay the cost reimbursement and be obliged to return the invoice to the Operator also if the invoice is without the necessary and inseparable attachment, or if the invoice is delivered to somewhere other than the Finance and Accounting Department of NTPS (or in case of a change to the organisational unit having its duties). Default payment by NTPS under such circumstances shall be excluded.
- 11.11. The NTPS shall pay the reimbursement within 30 days after receiving the invoice by bank transfer.
- 11.12. In case of late reimbursement payment the Operator shall be entitled to the default interest stipulated in the Civil Code.

## **12. Verifying the cost base of the reimbursement**

- 12.1. The Operator hereby acknowledges that the reimbursement shall correspond to the actual (direct or indirect) costs of the Operator reasonably incurred in connection with its activity as toll declaration operator under these GTC. Subject to this the Auditor may from time to time conduct inspections at the Operator in connection with its costs and expenses.
- 12.2. The Operator shall ensure that in exercising the Auditor's right to inspection the Auditor has access to its premises, agreements concluded by the Operator as toll declaration operator and the related books (records, certificates), and the Auditor has the right to request a copy thereof, and as well as further information and data in this regard.

## **13. Suspension of the reimbursement**

- 13.1. NTPS has the right to withhold the reimbursement due and payable for the relevant charging period (suspend payment) if the Operator fails to comply with any of the following obligations, and in case of such suspension NTPS shall not be deemed to be in default with its payment obligation:
  - a) the Operator fails to comply with its obligation to cooperate under Clause 12 of the GTC;
  - b) the Operator fails to comply with its obligation to cooperate in auditing Data Reporting pursuant to Clause 9.4 of the GTC;
  - c) Service Level measurements or Data Reporting audits establish that the Operator fails to meet Service Levels;
  - d) the Operator fails to renew the liability insurance policy or fails to amend it (comply with its obligations to increase the liability insurance amount) pursuant to Clause 7.3 of the GTC.

## **14. Common provisions applicable to auditing Data Reporting, verifying the cost base of reimbursement, and the verification conducted in the accession licensing process**

- 14.1. The Operator shall cooperate with the Auditor in the accession licensing procedure, the Data Reporting audit and the verification of the reimbursement cost base (for the purpose of this Clause 14 they shall be jointly referred to as: "audit") free of charge, in particular it has no right to charge NTPS or the Auditor for any costs related to its cooperation in the accession licensing procedure, or to set off such costs against the accession process fee payable by the Operator.

- 14.2. Following issuance of the accession license, NTPS may conduct regular annual and, as required, extraordinary audits with the Operator, also in accordance with the provisions of Clause 9. Data received by the Auditor during the inspection may only be used for the purpose of the relevant audit. Audit fees shall be paid by the Operator in the amounts set out in Schedule 2. **Cost of annual ordinary and extraordinary audits**The accounting of costs of annual ordinary and extraordinary audits shall be equivalent to the connection audit, because the amount of the basic fee is HUF 100 000 + VAT.
- 14.3. Unless the law stipulates otherwise, the Auditor shall close the audit within 90 days.
- 14.4. Unless the law stipulates otherwise, the Auditor may perform audits within the period defined in Clauses 18.2 and 18.3 of the GTC.
- 14.5. The Operator shall ensure that the Auditor can perform the Data Reporting audit (Clause 9) and the audit of reimbursement cost base (Clause 12) within the territory of Hungary.
- 14.6. The Auditor shall ensure that the Auditor can conduct the accession licensing procedure under Clause 0 of 0 at a location within the territory of the European Union on the condition that if the venue for the inspection of the accession terms and conditions by the Auditor the Operator shall pay an extra accession fee (extra fee) defined in 0.
- 14.7. Within 3 business days of receiving the Auditor's minutes or report on the accession licensing procedure (for the purpose of this clause jointly referred to as: "report") the Operator may file an objection with NTPS against some findings of the report which NTPS (with the help of the Auditor if necessary) shall investigate within a further 3 business day period, and consult with the Operator, and may also have the audit repeated if such is justified. The consultation shall not affect the Operator's right to submit the dispute related to the content of the report to a court. This clause shall not apply if the Auditor, the Supervising Authority or the applicable laws define provisions to the contrary.
- 14.8. The Auditor shall perform the audit without unreasonably disturbing the business of the Operator.

## **15. Entry into force and termination of the Individual Agreement**

- 15.1. The Individual Agreement enters into force upon being accepted by both Parties. The Individual Agreement is concluded for an indefinite term.
- 15.2. NTPS has the right to terminate the Individual Agreement at its own discretion with immediate effect or with a 15-day notice period by delivering a written notice with reasons to the Operator if
- a) the Operator fails to comply with its obligation related to the security as stipulated in Clauses 7.2-7.4 of the GTC;
  - b) the Operator fails to meet one of the Minimum Service Levels;
  - c) in the cases defined in Clause 4 ("Determination of Service Levels") of **Hiba! A hivatkozási forrás nem található.**of the GTC;
  - d) the Operator is in breach of some other material obligation stipulated in the GTC, and fails to remedy such situation within 5 days after receiving NTPS's request to this effect;
  - e) the Operator becomes subject to bankruptcy or voluntary dissolution procedure, or its liquidation is ordered in a final and binding decision;
  - f) based on the findings of the Data Reporting audit (Clauses 9.3 or 9.4 of the GTC) the Operator is obliged to pay Lost Profit pursuant to the provisions of **Hiba! A hivatkozási forrás nem található.** of the GTC;

- g) the Operator fails to ensure the conditions of accession as defined in 0 of the GTC or in Point **Hiba! A hivatkozási forrás nem található.** of **Hiba! A hivatkozási forrás nem található.** of GTC during the term of the Individual Agreement and fails to remedy the situation within 8 days after receiving the written notice of NTPS to this effect;
  - h) the Operator fails to prepare and disclose its annual report as prescribed by law within 180 days following the respective deadline expired and does not perform this obligation within 60 days following the receipt of the written notice of NTPS to this effect;
  - i) if the Operator shall prepare an annual report but it is not legally obliged to disclose that, and NTPS requested the Operator under Clause 9.8 b) to send the report but the Operator failed to send this even after the deadline set out in Clause 9.9 expired;
  - j) the Operator does not meet the requirements regarding transparent organizations set out in Point 1 of Section 3 of Act CXCVI of 2011 on national properties;
  - k) the Operator has violated the requirements set out in the Geneva Convention C138 “Convention concerning Minimum Age for Admission to Employment”, and this has been established in a final administrative order or court ruling.
- 15.3. Following 1 January 2016 NTPS has the right to terminate the Individual Agreement without cause with a 30-day notice to the Operator.
- 15.4. If the contract to be concluded between NÚSZ and the Hungarian Transport Administration (hereinafter: HTA) in relation to the financing of the obligations to be complied with by NTPS based on these GTC and the Individual Agreement (hereinafter: “Financing Contract”) (i) is not concluded in respect of the subject period or (ii) the Financing Contract ceases or is terminated or (iii) the financing provided based on the Financing Contract is suspended owing to any reason, whatsoever and, as a result of any of the above circumstances, NTPS is unable to comply with its flat-rate reimbursement obligation owing to a lack of available funds and the Cooperation Agreement is not concluded; or if the “Financing Contract” is not concluded or it expires/is terminated, NTPS shall be entitled to terminate the Individual Agreement on the given subject previously concluded between the Toll Declaration Operator and NTPS, without disclosing respective reasons, with a notice period of 30 (thirty) days even before expiry of the time limit specified in Clause 15.3. In the event of any of the above circumstances occurring, the Toll Declaration Operator shall not be entitled to make a demand or claim for compensation or penalty, or make other similar legal claim or demand from NTPS. Even in such case the Operator shall be entitled to receive the contractual value of the services performed and attested by NTPS until receipt of the notification of NTPS on termination.
- 15.5. The Operator may at any time terminate the Individual agreement with a 30-day written notice to the NTPS. If the GTC amendment referred to in Clause 16.1 of the GTC enters into force within 30 days after the relevant notice was delivered to the Operator, the Operator has the right to terminate the Individual Agreement as of the effective date of the GTC.
- 15.6. The Operator has the right to terminate the Individual Agreement with immediate effect with a written notice to NTPS if NTPS fails to comply with an overdue payment obligation for 30 days despite the Operator’s written request to this effect.

- 15.7. If the accession license is not granted by NTPS for more than 60 days after the date under Clause 5.2 of the GTC with reference to non compliance with the accession conditions, any of the Parties may terminate the Individual Agreement with immediate effect.
- 15.8. NTPS has the right to terminate the Individual Agreement with an at least 30-day notice (with respect to all toll declaration operators) if the ET System is terminated pursuant to the provisions of the law.
- 15.9. The Operator accepts that if the Individual Agreement is lawfully terminated by NTPS, NTPS shall have no liability to pay damages to the Operator in connection with the termination of the Individual Agreement.
- 15.10. Should NTPS become entitled to terminate the Individual Agreement with immediate effect pursuant to Clause 15.12 of the GTC, instead of the immediate termination it is entitled to suspend the performance of the Agreement for 15 days with a written notice to the Operator. During the suspension NTPS shall not receive Data Reporting form the Operator and shall not pay cost reimbursement.

## **16. Amendment of the GTC**

- 16.1. NTPS is entitled to amend the GTC unilaterally at any time. NTPS is obliged to disclose the amended text of the GTC on its website at least 30 days before the amendment enters into force with the exceptions defined in Clause 16 of the GTC. NTPS shall electronically inform the Operator about the amendment simultaneously with the disclosure by sending the amended text of the GTC, however, date of disclosure shall not depend on the arrival of the electronic information to the Operator.

From the time of the publication of the modified GTC at the Internet website of NTPS its contents shall be deemed as having come to the attention of the Operator who has likewise acknowledged such contents owing to implied conduct.

The map layer referred to in Clause 16.2 may be amended by NTPS unilaterally at any time.

- 16.2. In case of unilateral amendment of the interface specification referred to in Clause 16.3 NTPS is obliged to notify the Operator about the amendment at least 10 days in advance.
- 16.3. NTPS is obliged to notify the Operator about the potential amendment (update) of the interface specification and map layer referred to in Clause 16.4 and shall provide the Operator with the amended (updated) conditions.

## **17. Communication**

- 17.1. Communication shall be in Hungarian, including the declarations made during the audits under Clause 14 and the documents provided by the parties to each other during the audit.
- 17.2. The Parties shall communicate with each other in relation to the performance of this Agreement through their contacts appointed in the Individual Agreement. The Parties have the right to change the contact persons and addresses defined unilaterally, but only with a notice to the other party. The amendment shall enter into force at the time of notification. Notices on change shall be sent by the person authorised to do so prior to the change or the person authorised to duly sign for and on behalf of the relevant party.
- 17.3. Declarations by the Parties in relation to requests connected to termination and breach shall be made in writing and delivered in person or by post (as registered delivery) on the condition it is also delivered electronically (fax, e-mail) to the other Party at the same time.
- 17.4. All other notices and other declarations shall be made in writing and delivered in person, by post (as registered delivery) or by fax, or if another delivery method is stipulated for the relevant notice in the GTC (in particular notices sent on the Interface in the case stipulated

in **Hiba! A hivatkozási forrás nem található.**), then in the manner and with the content stipulated in the GTC. If the Operator fails to take receipt of the mail within 5 (five) days of its sending, its contents shall be deemed to have been delivered on the 6th day.

## **18. Data privacy and obligations related to Customer data**

- 18.1. Pursuant to the agreements concluded with the Customer, NTPS warrants that the Customer has the right to disclose its personal data defined in 0 of the GTC to the toll declaration operator used by the Customer for the time and data processing purposes stipulated below:
- a) until the claim becomes time barred for the payment of the Toll for the purpose of settling a dispute between the Customer and NTPS;
  - b) until the claim becomes time barred for the payment of the cost reimbursement for the purpose of settling accounts and disputes, if any, between the Operator and NTPS.
- 18.2. The Operator shall keep and archive all Customer data transferred from the onboard units to the Processing System during its activity as toll declaration operator, except for the cases under Clause 18.3 of the GTC, for two years after such data were recorded by the Operator.
- 18.3. If during the time of data archiving under Clause 18.2 of the GTC NTPS notifies the Operator of some complaint handling proceedings or dispute pending with respect to a given Customer, the Operator shall keep and archive the relevant Customer data until further notice of NTPS on the closing of such complaint handling proceedings or dispute.
- 18.4. Conceptual data reporting shall mean all cases, where the actual road usage gives rise to data reporting obligation in accordance with the GTC. The calculation shall be made using the following formula:
- a) complaint management proceedings by or in cooperation with NTPS for the purpose of verifying that the relevant Customer complaint has merit;
  - b) dispute between NTPS and the Customer related to the payment of Toll, for the purpose settling such dispute;
  - c) other disputes between NTPS and the Customer regarding the Road Usage Right, for the purpose of settling the given dispute.
  - d) For the measurement of SLAs by NTPS and to verify Operators' compliance with their contractual obligations
- 18.5. The Operator shall ensure that no trade secret and personal data of the Operator's performance partners and those of the Customer prevent the performance and comprehensive completion of the audit under Clauses 9.3 and 9.4 of the GTC, and the lawfulness of data transfer under Clause 18.4 of the GTC.
- 18.6. Data processing and data transfer under this Clause 18 of the GTC shall be performed by NTPS and the Operator in compliance with the provisions of Act CXII of 2011 on Information Self-Determination and the Freedom of Information.

## **19. Confidentiality**

- 19.1. All business information or other data received by the Parties from the other during the performance of the Individual Agreement, or communicated by them or a third party on their behalf in connection with the GTC, the Individual Agreement and the provisions thereof, or that were received by the Parties during the performance of the Individual Agreement and were not subject to the data reporting and communication obligation related to the public nature of data of public interest and data being publicly available in

the interest of the public as may be stipulated in the specific law, shall be kept confidential as trade secret, and the Parties shall take all security measures the confidentiality of trade secrets requires.

- 19.2. Data collected under the Agreement may only be used by NTPS for purposes related to the performance of the Agreement.
- 19.3. Disclosure of trade secret shall not be deemed a breach of the confidentiality in the following cases:
  - a) the receiving party forwards the trade secret to its performance partner (duly employed subject to the terms and conditions of the Agreement, provided that the receiving party ensured that such person is bound by at least the same confidentiality stipulated in the Agreement (either by way of a separate non-disclosure agreement between the receiving party and the performance partner, or subject to the provisions of the law);
  - b) the receiving party is ordered by an authority or court decision, measure or the law, to forward or disclose the trade secret, provided that the disclosing party is immediately notified by the receiving party of its obligation to the extent permitted by the law.
- 19.4. All proven damage incurred at the other party from the breach of the obligations under Clause 19.1 of the GTC (including in particular damage caused and paid by the other party to Customers) shall be reimbursed by the Party unlawfully disclosing the information.
- 19.5. The obligations applicable to the treatment of confidential information stipulated in this Clause 19 of the GTC shall survive the termination of the Agreement.
- 19.6. The Parties shall keep the individual identification number of the Operator stipulated in Clause 0 of 0 of the GTC, confidential considering that when reports are made to NTPS, including but not limited to reports of technical failures, if any, the Operator identifies itself to NTPS with the identification number. If the Operator becomes aware of its individual identification number being disclosed to unauthorised third parties, it shall immediately notify NTPS thereof which shall issue a new identification number to the Operator following the receipt of the notice. If NTPS becomes aware of the Operator's individual identification number being disclosed to unauthorised third parties, it shall immediately notify the Operator and issue a new individual identification number.
- 19.7. The Parties agree that the Auditor (not including the Supervising Authority) shall be the performance partner of NTPS, therefore NTPS shall enter into a non-disclosure agreement with the Auditor pursuant to which the Auditor shall be bound by the same confidentiality as stipulated in this clause, in particular as far as data received during the audit. NTPS shall be liable towards the Operator for the actions of the Auditor, the damage caused by it, if any, as for its own.
- 19.8. In addition to the rules of confidentiality, the Operator shall not engage in any conduct that may damage the good reputation of NTPS.

## **20. Force Majeure**

- 20.1. For the purpose of this clause a force majeure event shall mean an inevitable event arising beyond the control of the affected Party.
- 20.2. The Parties shall not be liable for the non-performance, default or late performance of their obligations hereunder if such non-performance, default or late performance was caused by a force majeure event defined in Clause 20.1 of the GTC. If a force majeure event occurs, the affected Party shall immediately notify the other Party in writing about the default, the expected duration and consequences thereof.

20.3. During the force majeure event the term of the Agreement is suspended to the extent the performance of the Agreement becomes impossible for the force majeure event.

## **21. Dispute resolution and applicable law**

21.1. The Parties intend to resolve their disputes primarily through their contacts. If in the view of the Operator dispute resolution on such level failed, it shall draft a short summary of the dispute specifying the main points thereof (hereinafter: “**complaint**”) which shall be delivered to the dispute resolution board specifically established within the organisation of NTPS as a higher level authority than the contacts of NTPS and consisting of members otherwise not participating in the performance of the Agreement by NTPS, for the assessment of disputes related to the Agreement, in particular to the payment and amount of the Lost Profit, and the (so-called 25%) rule defined in Part “C” of **Hiba! A hivatkozási forrás nem található.** of the GTC (“**Dispute Resolution Board**”).

21.2. The Dispute Resolution Board will review the complaint, and the data and evidence available to the Parties which the Operator may also inspect or copy subject to the terms and conditions herein (provided that such shall not affect the trade secret of parties other than the Operator, qualified data or the personal data of third parties who did not consent to the disclosure of its data to the Operator). The Dispute Resolution Board will assess the complaint based on the Operator’s complaint and all other further comments of the Parties regarding the dispute, and as a response adopts a statement that is delivered to the Operator. If the Dispute Resolution Board is unable to adjudge the complaint within 15 days of receiving it, it shall inform the Operator of the reason thereof within 15 days and assess the complaint within another maximum 30 days (in total 45 days from receipt).

21.3. If the Parties refuse to accept the decision of the Dispute Resolution Board, and therefore the dispute cannot be resolved subject to this Clause 21, the Parties shall refer the dispute for resolution to the ordinary court of Hungary having jurisdiction and competence.

21.4. Upon the Operator’s request the GTC and the Special Agreement shall be delivered by NTPS to the Operator in a foreign language on the condition that the interpretation of the agreement shall be governed by the Hungarian version, and the foreign language version is for information purposes only.

21.5. The GTC, and also the Individual Agreement shall be governed by Hungarian law.

## **22. List of the schedules to the GTC**

22.1. The schedules listed below shall be incorporated in the Agreement:

22.2. The following documentation referred to in **Hiba! A hivatkozási forrás nem található.** (interface specifications and map layers) shall be deemed by the Parties as inseparable parts of the Agreement without attaching them in their entirety to the present GTC.

## Schedule 1

### Technical specifications of the cooperation pursuant to the subject matter of the GTC and the Service Levels

#### Definitions

Term	Definition
NTPS	,National Toll Payment Service 1134 Budapest, Váci út 45/B.
Articulated Vehicle Combination, Vehicle Train	A vehicle combination of a goods motor vehicle and the Trailer connected to it in traffic with one driver.Back Office Systems Part of the ET System consisting of IT units that are not included in Road Side Devices, are not Onboard Units, GSM or IP long range network, and are not in operation in the Customer Service Offices or at the Sales Points.
Blacklist	A list compiled by Toll Service Providers of the registration numbers and OBU identification codes of Vehicles to be found during Enforcement The Toll Service Providers and the Bound Toll Service Provider shall be responsible for regularly updating and distributing such a list to the Toll Charger. Bound Toll Service Provider Toll service provider that is obliged to ensure the possibility for all toll-payers to obtain road usage right through the ET system.
Charged Motor Vehicle	A Vehicle the owner or operator of which is a Road User subject to Toll. Charged Road Network The aggregate of the parts of the Road Network which may be used for the Toll defined by the specific law from time to time. Charged Road Section Equivalent to Toll Declaration Operator in the main body of the text.
The joint name for Road Section Subject to Charge and the Tolloed Road Section. Contracted Payer	The back office systems operated by the Toll Declaration Operator for the primary purpose of receiving and processing information submitted by on-board units, and of compiling Data Reporting for the Bound Toll Service Provider. The compilation of Data Reporting requires successful Section and Session Matching.
Contracted Toll-payer	The pecuniary sanction levied in case of failure to pay Toll, the amount of which may be between HUF 10,000 and 300,000.
Enforcement	The activity of controlling (Enforcement support) or enforcing compliance with the legal regulations related to Charged Road Usage, including procedures ensuring payment of Penalty (Authority Toll Control).
“Dijellenőrző Szervezet”)	Customer Management Business processes available for Customer Service Points. Customer Service procedures conducted at such points.
Customer Service Point	Primarily the contracted toll payer, or where there is none, the operator of the motor vehicle or the road user, regardless of their nationality or the country in which the motor vehicle which they drive, operate or own is registered.
Motor Vehicle subject to Charge	A Motor Vehicle, the owner or operator of which is a Road User with aToll Payment Obligation.
Electronic Toll Service	Service that allows the Contracted Toll-payers to complete their tasks related to Toll payment with the help of electronic devices.
Emission Categorisation See:	EURO Emission Classification Emission Class



<b>Term</b>	<b>Definition</b>
EURO Class Emission Classification See: EURO Emission Classification	A toll service provider which is obliged to grant any toll payer the possibility to acquire a road usage right in the ET system.
Enforcement Agency	A service that allows Contracted Toll-Payers to perform activities related to paying Toll using electronic devices.
ET System	As specified in the main body of the GTC.
EURO Class	Any one of the classes within the Emission Classification protocol. These are: Class „EURO 0”, Class „EURO I”, Class „EURO II”, Class „EURO III”, Class „EURO IV”, Class „EURO V”, Class „EURO VI”, Class „EEV”
EURO Emission Classification	A Vehicle Classification System that classifies Motor Vehicles into 7 categories based on the substances emitted in the course of their operation. The classes are marked: EURO 0, EURO I, EURO II, EURO III, EURO IV, EURO V, EURO VI, EEV. The specifications of the classes are defined (among other documents) in the Eurovignette Directive.
European Electronic Toll Service	A Service as part of which pursuant to the agreement concluded the toll payer, the service provider measures Customer road usage with an EETS compliant onboard equipment within the territory European Electronic Toll Service, it integrates and collect toll from customers, and settles accounts with European Electronic Toll Chargers.
European Toll-collection Service	Toll collection service implemented within the EETS area against EETS service providers.
On Board Equipment / On Board Unit	A device which is suitable to support electronic toll collection, comprised of hardware and software components which are suitable for the collection, storage, processing, as well as the remote receipt and transmission, in the territory of Hungary, of the data required to carry out the operations involved in electronic toll collection.
Vehicle used to transport goods.	The GPS tracking device provided by or operated within the system of Toll Declaration Operators that was specifically developed for locating motor vehicles, communicating data or fleet surveillance. The device is suitable for tracking the route completed by vehicles and to deliver such information to Toll Declaration Operators. Devices that are not deemed to be On Board Units include, but are not limited to separately used PCs, laptops, PDAs, PNAs, smart phones etc. On Board Units can be built-in (built in by a professional in specialised workshop which in some cases may require the electronic network of the vehicle to be modified) and removable (no professional experience required, installed in 10 minutes in any kind of vehicle).
Blacklist	A list compiled by Toll Service Providers that includes the registration numbers and the identification information of On Board Units of Motor Vehicles to be filtered out during Enforcement. The Tolls Service Providers and the Bound Toll Service Provider are responsible for maintaining and distributing the list to the Toll Charger.

<b>Term</b>	<b>Definition</b>
Processing System	The Back Office System and other IT systems of the Toll Declaration Operator, including the On Board Units of the Contracted Toll Payers' Vehicles that are essential to the functioning of the Toll Declaration Operator's Back Office System, in particular by collecting and forwarding data required for Data Reporting to the Back Office System of the Toll Declaration Operator.
Standards family for Information Security Management System	ISO/IEC 27001 27006 family of standards: Information Security Management Systems
Vehicle Category	See: Vehicle Class
On Board Tracking Unit	See: Vehicle used to transport goods.
Type of Vehicle, Vehicle Class	Any class of the Vehicle Classification System.
Vehicle Classification	The classification of a group of vehicles in accordance with one or more criteria. The criteria of the classification may be the purpose of the vehicle, the maximum authorised mass, harmful effects on road surface, number of axles or the rate of harmful emissions. An example of vehicle classification: Term defined in the body of the GTC. Number of axles
Articulated Vehicle Combination, Vehicle Train	An articulated vehicle combination formed of a Heavy Goods Vehicle and a Trailer participating in the road traffic with a single driver and as a single unit.
JDB-Classification	<p>Vehicle Classification classifying the Motor Vehicles and Vehicle Trains into five Toll Categories by type of the vehicle, the maximum authorised mass and the number of axles. The signs and definition of the various Toll Categories:</p> <ul style="list-style-type: none"> <li>- Onboard Unit (OBU) Motor bicycles and Motor Vehicles with a maximum authorised mass of 3.5 tons, including any trailers;</li> <li>- B2 Toll Category: buses with a maximum authorised mass over 3.5 tons with any number of axles and including any trailers;</li> <li>- J2 Toll Category Heavy Goods Vehicle with two axles, with a maximum authorised mass of 3.5 tons;</li> <li>- J3 Toll Category: Heavy Goods Vehicle or Vehicle Trains with three axles, with a maximum authorised mass over 3.5 tons;</li> <li>- J4 Toll Category: Heavy Goods Vehicle or Vehicle Trains with four or four plus axles, with a maximum authorised mass over 3.5 tons;</li> </ul> <p>The number of axles means the total number of axles of the Motor Vehicle or Vehicle Train. The number of axles shall include the axles not used (tucked) during the transport.</p>
Processing System	Unauthorised road usage shall mean any road usage where no or not enough toll is paid by Toll Payers for the use of Charged Road Sections. Except in the cases of exemption.
Public Road Network	See: Road Network
Road Network	The aggregate of Hungarian Public Roads. Road Usage

<b>Term</b>	<b>Definition</b>
The use of any Charged Road Section for the purpose of traffic.	See: Road Network
Back Office Systems	Part of the ET System consisting of IT units that are not included in Road Side Devices, are not On Board Units, GSM or IP long range network, and are not in operation in the Customer Service Offices or at the Points of Sale.
Public Road Network	See: Public Road Network
Session Matching	A graph theory algorithm based on which even Tolled Road Sections where no position data are available from the OBU or the On Board Equipment are identified, although the use of such sections can be undoubtedly proven pursuant to mathematical rules based on speed, time, the structure of the Toll Domain and other aspects.
An agreement incorporated in the Agreement with provisions on Service Levels and the performance thereof.	A map matching algorithm with the help of which the use of a certain single tolled road section can be undoubtedly identified based on the position data provided by the OBU and the On Board Equipment or the route plan given when the Route Ticket is purchased.
Contracted Fee Payer	The person who has undertaken to pay a Fee for Road Usage for one or more Motor Vehicles in the interest of Tolled Road Sections subject to toll. The contract mentioned above shall be concluded by and between the Contracted Fee Payer and the Fee Charger (in case of Road Usage Fee) or a Toll Service Provider contracted with the Fee Charger (in case of Tolls).
Contracted Toll Payer	A Contracted Toll Payer is a natural person, legal entity or unincorporated business association that in order to be able to use the Tolled Road Section undertook it in an agreement to pay Toll for Road Usage by one or more given Goods Motor Vehicles or Vehicle Trains. Such an agreement is concluded between the Contracted Toll Payer and a Toll Service Provider contracted by the Toll Charger. The Bound Toll Service Provider shall be deemed a Toll Service Provider contracted by the Toll Charger.
Service Level Agreement	An agreement incorporated in the Agreement with provisions on Service Levels and the performance thereof.
Goods Motor Vehicle	Motor Vehicle constructed for the purposes of freight transport.
Toll Declaration	A variable feature of a Motor Vehicle or a Vehicle Train influencing the rate of the Toll. The main idea of this term is the same as the term defined in the Interoperability Resolution and the Electronic Toll Collection Standards.
Toll Declaration Operator	A modular IT and telematics system with interfaces that provides support to the declaration, levying, charging and control of tolls, and also supports the drafting of reports related to such tasks.
Toll	A gross fee including VAT payable for the use of a Single Tolled Road Section (road sections) in proportion to the distance travelled. It may consist of the following: Infrastructure charges, external cost charges, weighted average infrastructure charges. Successful Section and Session Matching are a condition precedent to the Data Reporting to be compiled. The English term "toll" is translated in the Hungarian version of the directive as "úthasználati díj", however, it would be more practical to translate and use it as "útdíj".

<b>Term</b>	<b>Definition</b>
Toll Enforcement	An activity controlling or enforcing compliance with the legal provisions regarding Tolls, including the procedure initiated for the payment of the Penalty.
Single Tolled Road Section	See: Tolled Road Section
Tolled Motor Vehicle	A Motor Vehicle, the owner or operator of which is a Road User with a Toll Payment Obligation.
Tolled Motor Vehicle	A Vehicle owned or operated by the Road User subject to Toll.
Tolled Road Section	Road Section that may be used by Vehicles of a Toll Category defined in a specific law for a Toll paid.
Tolled Route	Any Route that contains one or more Tolled Road Sections.
Toll Charger (in Hungarian: "Útdíjszedő")	In respect of the Toll Domain the legal entity appointed to charge and collect tolls through toll service providers, and support the tasks of the Enforcement Agency in relation to the Electronic Toll Collection. Type of Vehicle, Vehicle Class For the time being there is only one Toll Charger in Hungary (NTPS).
Unauthorised Road Usage	A company irrespective of the place of registration which grants road users access to the ET system in the territory of Hungary.
Public Road Network	Save for the exceptions.
Vehicle Category	The utilisation of a Tolled Road Section for traffic purposes.
Vehicle Class	The person driving the Vehicle during Road Usage.
Customer	The person involved in customer service procedures.
Customer relations	The totality of channels through which the customers may settle their matters related to Electronic Fee Collection and Electronic Toll Services.
An example for vehicle classification:	Business processes available for Customer Service Points. Customer Service procedures conducted at such points.
Vehicle Tracking Onboard Unit	Pre-purchased road usage right that apply for the use of one or more Tolled Road Section by pre-defined Tolled Motor Vehicles or Tolled Vehicle Trains. By purchasing a Route Ticket the Road User declares the use of the relevant Tolled Road Sections and pays the Toll calculated from the their use.

## 1. Technical tasks

### 1.1 General Description

From 1 July 2013 the travelled distance proportionate electronic toll collection system is going to be introduced in our country on the selected, altogether 6,513 km long sections of the Hungarian road network. The new system will comply with the technological requirements of the European Union and will be compatible with the European Electronic Toll Service (EETS).

The toll payment is mandatory for cargo vehicles with a maximum permissible laden weight of over 3.5 tons. The fare that adjusts to the travelled distance depends on the type of road used, the JDB category (J2, J3, J4) and the emission classification of the vehicle.

Pursuant to the EETS guidelines in respect of charging and enforcing Tolls, in Hungary there will be different and separate entities operating whose scope of tasks and sphere of responsibilities will be exactly defined and differentiated:

- Toll Charger (in Hungarian: “*Útdíjszedő*”)
  - Definition: In respect of the Toll Domain the legal entity appointed to charge and collect Tolls and support the tasks of the Enforcement Agency in relation to the Electronic Toll Collection.. National Toll Payment Service Ltd. is the Toll Charger in Hungary.
  - Its primary task is to receive Declarations from Toll Service Providers (including the Bound Toll Service Providers) on the use of Tolled Road Sections (in Hungarian “*útdíjköteles útszakasz*”) and calculate the Toll payable for each Tolled Road Sections, and also to collect data to identify unauthorised road usage.
- Bound Toll Service Provider (in Hungarian: “*Egyetemes Útdíjzolgáltató*”)
  - Definition: In respect of the Toll Domain the legal entity appointed by law to provide the Electronic Toll Service that is obliged to enter into an agreement with any toll-payer (in Hungarian “*útdíj-fizetésre kötelezett*”) that requires it. . National Toll Payment Service Ltd is the Bound Toll Service Provider in Hungary.
  - Its primary task is to ensure, under contract, that Toll-payers provide the Declarations on the use of Tolled Road Sections and the Declarations are forwarded to the Toll Charger and arrange for settlements made by the Toll Charger related to toll payment to be made under the Declarations. Enforcement Agency (in Hungarian: “*Díjellenőrző Szervezet*”)
- “*Díjellenőrző Szervezet*”
  - Definition: In respect of the Toll Domain the authority is in charge of enforcement. In Hungary the Enforcement Agency is the Police.
  - Its primary task is to act against presumably unauthorised road users filtered out by the Toll Service Provider and enforce sanctions in relation to unauthorised use of roads.

The structure of the contractual relationship between the Toll Charger, the Bound Toll Service Provider and the Toll Payer is shown on the chart below:



1 – Contractual relationship between the Toll Charger, the Bound Toll Service Provider and the Toll Payer user

Útdíjszedő	Toll Charger
Egyetemes Útdíjszolgáltató	Bound Toll Service Provider
Útdíj-fizetésre kötelezett felhasználó	Toll-payer User

Description of the requirement: marking out the tolled road sections.

Declarations on the use of Tolled Road Sections and Data Reporting required for compiling such Declarations shall be made by either of the ways below:

- a) With a pre-purchased route ticket for a pre-planned route.
- b) With the help of an On Board Unit that is provided by the Toll Declaration Operator (in such cases only Data Reporting takes place for Declarations).
- c) With the help of an On Board Unit (OBU) provided by an EETS provider in contract. (This method for declaration is currently not available.)

Similarly to Western European systems the Hungarian system offers a solution allowing for automatic declaration through a so-called On Board Unit (OBU). With this the Tolled Road User does not have to pay the Road Usage Right in the form of a Route Ticket prior to its journey, rather it can use a telematics system with which the OBU automatically generates the Declarations of the use of Tolled Road Sections during the journey and delivers such declarations to the Toll Charger's system (ET System) through the Toll Service Provider (including the Bound Toll Service Provider).

The ET System prepares a Declaration from the Data reporting if,

- a) the Customer provided all data necessary for generating the Declaration
- b) the balance of the Customer available at the Toll Service Provider for the payment of Toll ensures the payment of the Toll for the Road Section concerned by the Data Reporting, or the Customer pays the Toll for the given Road Section concerned by the Data Reporting subsequently on the basis of an agreement with the Toll Service Provider.

In the absence of adequate balance, the agreement on post-payment or data necessary for preparing the Declaration, NTPS does not prepare any Declaration based on the Data Reporting, and this results in Unauthorised Road Usage.

In addition to this there are On Board Units that are already being used to support fleet tracking systems in many vehicles. Just as in case of their original function, they have to track the movement of the vehicle, but here it only needs information that are generated in connection with the use of Tolled Road Sections with details important for the payment of toll.

Together with the implementation of the system to be deployed in Hungary, automatic delivery of Declarations based on the data provided by the On Board Units of the fleet tracking system with the help of the Toll Declaration Operator's and the Bound Toll Service Provider's systems is projected to be available if the operators of the On Board Units enter into an agreement in advance with the currently only one Toll Service Provider in Hungary, National Toll Payment Service as Bound Toll Service Provider. As a result the fleet tracking service provider companies will become Toll Declaration Operators with the Bound Toll Service Provider.

Therefore, users that already have agreements and contracts with fleet tracking companies, all they have to do with the On Board Units belonging to such fleet tracking system is to initiate the extension of the scope of services and register in the ET System and with this they become Customers, and then Data Reporting required for the Declaration is automatically delivered by the fleet tracking company as Toll Declaration Operator based on the movements of the vehicle.

### **1.3 Duties of the Toll Declaration Operator**

#### **1.3.1 Identification of road usage, Data Reporting**

It is the duty of the Toll Declaration Operator to generate messages on Tolled Road Section use in the Processing System based on the movement of tracked Vehicles of the Contracted Toll Payer in contract with it which are equipped with On Board Unit(s) in a format and with data content intelligible and predefined by the Bound Toll Service Provider (Data Reporting). With this the Toll Declaration Operator performs recognitions regarding the use of Single Tolled Road Sections for and on behalf of the Toll Payer.

The Processing System used by the Toll Declaration Operator is based on the GNSS technology which itself is based on data received from On Board Unit being transferred to the Toll Declaration Operator's data assessment system through a telecommunication channel. The data received by the Back Office System of the Toll Declaration Operator from the On Board Unit are processed by the Toll Declaration Operator as a result of which the Toll Declaration Operator establishes that a Single Tolled Road Section was used and at the same time informs the Bound Toll Service Provider thereof in real time.

The system of the Toll Declaration Operator, including the On Board Unit, shall enable it to comply with its Data Reporting obligations on the basis of the rules pertaining to section matching, but even if the rules of section matching do not justify more frequent sampling, the system shall take sample data per each kilometres, and shall send it to the system of the Toll Declaration Operator. e) it complies with the other technical conditions stipulated in Clause 5 of Schedule 1 ("Requirements to be continuously met during the operation");

Section Matching is performed based on a map matching algorithm with the help of which the use of Tolled Road Sections is undoubtedly established based on the position information transferred by the On Board Unit (Section Matching)

During the further assessment of the Single Tolled Road Sections actually used and defined precisely with Section Matching, Session Matching shall be performed if it is necessary.

**d)Verification if section, session and skip matching algorithms are correct** The Toll Declaration Operator shall also be liable for forwarding information gained from Section Matching and Session Matching in the form and with the data content defined in the interface specifications issued by the Bound Toll Service Provider.

NTPS sends a confirmation on the data reporting through the Interface, which includes the time when the Data Reporting arrives into the ET System, which shall be the same as the time of performing the data reporting by the Toll Declaration Operator. The time stamp (InsertTimeStamp) or ITS sent in the confirmation might be disputed by the Toll Declaration Operator immediately upon receipt thereof but within 4 working days at the latest, in accordance with the general terms of the GTC; in the absence of objection it shall be deemed to be accepted, and shall further be considered as the date of performance regarding both the confirmation and the data reporting by the

Toll Declaration Operator. The Toll Declaration Operator shall only have the right of objection if the duration between ETS and ITS exceeds 15 minutes. The objection shall be sent with the content and in a way defined by the terms on notification of the GTC, i.e. not through the Interface. The objection shall contain the confirmation being subject of the objection in an identifiable way (the relevant section of the Interface communication log, the Request and the Response as well), and also the reason serving as the basis for the objection and a detailed description of the relevant facts, and the supporting evidences. The objection, and the chosen ITS have no relevance in respect of the preparation of the settlement, which takes place on the basis of the original ITS, the objection may only bear relevance in respect of the SLA-s. NTPS has the right to reject the objection without examination, if it does not comply with the formal requirements of the GTC. In other cases, it decides on the objection following an examination of the merits, within 15 days. NTPS has 1 minute to send back the ITS confirmation, which shall be included in the 15-minute period.

NTPS is entitled to audit instances of Data Reporting and has the right not to prepare a declaration for those that are presumably incorrect.

In addition to the technical aid, NTPS shall also deliver a map layer, the interface specifications applicable during Data Reporting, and, at the time of connection, also a test interface that may be used for verifying the accuracy of the algorithms. The Bound Toll Service Provider may use the same test interface for assessing quality automatically from time to time.

Tasks related to establishing Toll for the use of Single Tolled Road Sections, keeping accounts, recording balance, toll charging, enforcement are not carried out within the Toll Declaration Operator's system, the Toll Declaration Operator shall have not duties in this regard.

The Toll Declaration Operator shall perform tasks occurring up to Data Reporting for determining usage of the Single Tolled Road Section , it is also liable for providing all necessary technical equipment and systems, including, but not limited to: The On Board Unit (built-in or mounted), telecommunication, server centre, software, map, algorithms.

The contractual relationship between the Toll Charger, the Bound Toll Service Provider, the Toll Payer and the Toll Declaration Operator is shown on the chart below.



**Chart 2 – Contractual relationship between the Toll Charger, the Bound Toll Service Provider, the Toll Payer and the Toll Declaration Operator**

Útdíjszedő	Toll Charger
Egyetemes Útdíjszolgáltató	Bound Toll Service Provider
Útdíj-fizetésre kötelezett felhasználó	Toll-payer User
Bevállási Közreműködő	Charged Motor Vehicle



### 1.3.2 Other tasks

The duties of the Toll Declaration Operator shall also include the following:

- a) Performing its customer service and information obligations related to Contracted Toll Payers and/or any other person as required (contact person, Road User) (e.g.: call centre and the protocols to be described below).
- b) Performing the optional tasks the Toll Declaration Operator may undertake if such was actually undertaken by the Toll Declaration Operator.
- c) Participating in customer complaint management, legal remedy and other procedures related to the operation of the ET system if such procedure concerns the Toll Declaration Operator's Customer or data disclosed by the Toll Declaration Operator.

The Toll Declaration Operator shall provide and ensure all technical, infrastructural and human resources required for performing its duties defined after Data Reporting (e.g.: call centre).

## 2. Charging fundamentals (charging information for creating data delivered by Toll Declaration Operator, for Section Matching and Session Matching)

### 2.1 Rules of section matching

The toll payment obligation proportionate to the distance travelled – except for the cases defined in the GTC – shall arise when the usage of the relevant single tolled road section started if the Tolloed Motor Vehicle travelled more than 50 m on the given Road Section with respect to the provisions of Clause 2.1. The Toll Declaration Operator, the Customer and the Road User shall ensure that the Data Reporting takes place as soon as possible but within 25 days, at latest. Taking this into consideration, if the Customer or the Road User becomes aware of the circumstance that data traffic will presumably not take place starting from the On Board Equipment for more than 25 days regarding the Tolloed Motor Vehicle (being abroad without data roaming possibility, service, etc.) the Customer and the Road User is obliged to verify whether all data stored in the On Board Unit necessary for Data Reporting was delivered to the Toll Declaration Operator before the expectable interruption of the OBU communication. Otherwise, the Road User is obliged to take all reasonable and expectable steps in order to ensure that the data be delivered to the Toll Declaration Operator and to the ET System.

The Toll Declaration Operator cannot send data if more than 25 days (25 \* 24 hours) pass between the usage of Tolloed Road Section and the Data Reporting regarding the road usage. In case of fine imposed due to such reason, the Toll Declaration Operator shall not indemnify the Customer if failure to report data is not imputable to the Toll Declaration Operator.

Determination of the specific time data of Data Reporting

EventTimeStamp (ETS) time data is the time indicated during the interface data reporting as the time of road usage. Time of EventTimeStamp shall be provided by the Toll Declaration Operator according to the rules defined below:

- a) Beginning of road usage that could be determined as per the rules of section matching shall be given as ETS time except for the case defined in point b).
- b) In case of session matching time of the usage of session-matched sections shall be determined on the basis of two known positions in a manner that
  - i) EventTimeStamp value shall be determined on the basis of the average speed for each section pursuant to section matching if the average speed calculated on the basis of the two known positions and time on the route (not bee line) between the two known points exceeds 30km/h;
  - ii) if the average speed generated on the basis of the above is lower than 30 km/h, but the time of the last GPS coordinate before entering the

section is closer than two hours to the time of the GPS coordinate on the basis of which the Toll Declaration Operator stated the section usage, time of the last GPS coordinate before entering the section shall be provided as ETS time; iii) in all other cases: time of GPS coordinate on the basis of which the section usage can be clearly determined minus two hours.

If a Tolloed Motor Vehicle is transported on the platform of another Tolloed Motor Vehicle and the Customer ensures that no signal is transmitted by the On Board Unit, no Toll shall be payable for the relevant Road Section.

By registering out, the Road User (Customer) shall ensure that during transportation, the OBU of the vehicle transported on another vehicle's platform should not transmit signals.

### **2.1.1 Uninterrupted road usage, leaving the road and renewed road usage**

The use of the Single Tolloed Road Section shall be considered uninterrupted in the following cases, and therefore the Road User shall not repeatedly pay the Toll with respect to the relevant Tolloed Road Section:

- a) Within the given Tolloed Road Section the Road User stops without leaving the road or by leaving the road as stipulated in paragraph b) for a period less than 12 hours, and then continues its journey on the same Tolloed Road Section in the same direction.
- b) The Road User leaves the Tolloed Road Section before the end of the Section, then return to the same Tolloed Road Section, and continues its journey in the original direction, and within 12 hours of starting the use of the Tolloed Road Section it travels less than one and a half times of the calculated Road Section length, but maximum the Single Tolloed Road Section plus one kilometre on the given Tolloed Road Section in the original direction. The alternative rule above shall be applied in a way that in case of Tolloed Road Sections of less than 2 km, the one and a half times rule applies, while in case of Tolloed Road Sections longer than 2 km the plus one kilometre rule applies.

However, the following cases shall be deemed as leaving the Tolloed Road Section, therefore the Toll applicable to the relevant Tolloed Road Section shall be repeatedly declared and paid:

- a) the Road User stops for a period longer than 12 hours on or along the Tolloed Road Section,
- b) if added up, within 12 hours of starting to use the Tolloed Road Section after leaving the road one or more time the Road User travels more than one and half times the length of the Tolloed Road Section, but at least the length of the Tolloed Road Section plus one km on the given Tolloed Road Section in the original direction. In every case when the Road User travels more than one and a half times or one km plus the length of the given Tolloed Road Section, it shall pay a new toll. If subject to the application of the rule new data reporting becomes necessary, the application of the rule will start with the new data reporting and may be repeated any number of times.
- c) the Road User leaves the Tolloed Road Section and drives up or turns around on another Tolloed Road Section when Road Usage has already been established (at least 50 m have been travelled), then returns to the first Tolloed Road Section irrespective of the other Tolloed and non Tolloed Road Sections it used in the meantime.

### **2.1.2 Turn-back**

If the Road User turns back on a Single Tolloed Road Section and continues its journey in the opposite direction travelling at least 50 metres, a new Toll shall be charged for the given Single Tolloed Road Section.

### **2.1.3 Establishing actual road usage in case of sections running parallel with each other, on the same carriageway or within 25 metres from each other**

If in case of sections running parallel or on the same carriageway, based on the cartographic data recorded pursuant to the centre line of the carriageway it cannot be undoubtedly established with respect to one or more sections on the joint parts of

- a) Tolled Road Sections running parallel or
- b) Tolled Road Sections and non Tolled Road Sections running parallel

which road the Road User drove on, then Tolled Road Usage may be subsequently established when, based on the positions transmitted from the non parallel section, it becomes clear which Tolled Road Section was used by the Road User.

If, based on the above, the road section used by the Road User cannot be undoubtedly established, then we will follow the presumption below:

- a) In case of parallel Tolled Road Sections the Road User is deemed to have travelled on the higher capacity road (based on its numbering), in case the roads are of the same capacity, then on the road selected by the Toll Declaration Operator at its own discretion.
- b) in case the parallel Tolled Road Section and non Tolled Road Section the Road User is deemed to have travelled on the Tolled Road Section.

### **2.1.4 Interoperable roads running together or parallel**

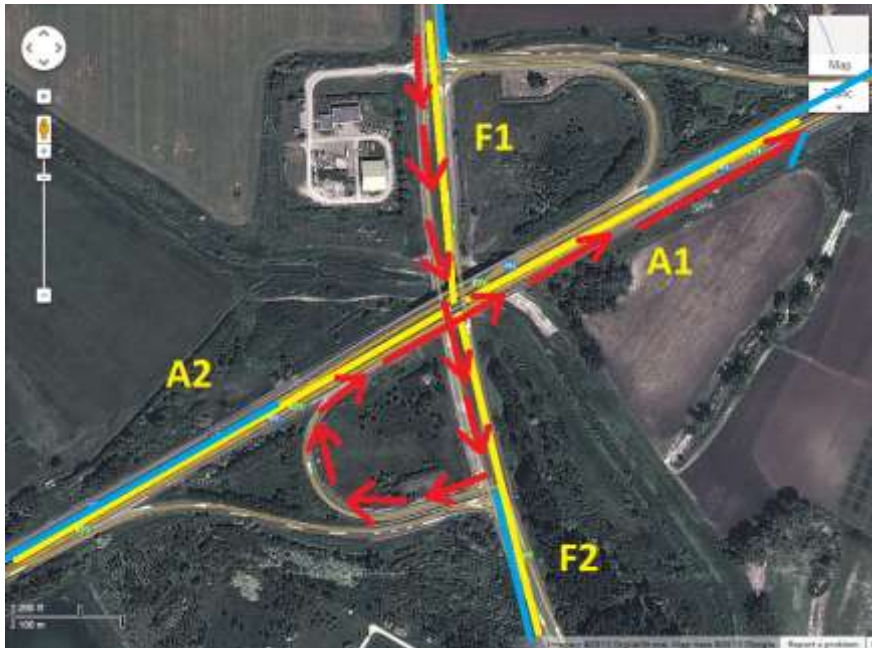
In case when because of the road network topology with respect to a Single Tolled Road Section there are one or more passages on the road section between the roads above running together, therefore no use is undoubtedly established with respect to the relevant Tolled Road Section even at the end point of the Single Tolled Road Section, the procedure to be followed shall be as follows:

- a) if before or directly after the relevant road section the Road User travelled on a Tolled Road Section, then the Road User shall be deemed to have travelled on the Tolled Road Section of the Road Sections in question running parallel.
- b) otherwise, i.e. if before or after the Road Sections in question running parallel the Road User travelled on a toll-free Road Section, then it shall be deemed to have travelled on the toll-free road section.

### **2.1.5 Interconnecting and access sections, intersections**

In case a tolled road or not tolled road single section can only be accessed on an interconnecting section the route of which by nature is the same one or more also Tolled Road Sections, then no road usage shall be established for the relevant transit road sections and no Data Reporting is required with respect to these, if route less than 350 meters and 10% of the length of the concerned sections shall be travelled in order to interconnect.

This rule applies for example when a Tolled Road intersects with another Tolled Road generally, but not exclusively with an over- or undercrossing, and in order to get from one Tolled Road Section to the other one or more single tolled road Sections need to be used, but only for such interconnection. In such cases no Toll shall be paid even if the Vehicle travelled more than 50 m on the relevant single tolled Road Section. (See the figure below.)



In this example the vehicle turns left leaving the main road (Section F1) driving up the motorway (Section A1), but because the single tolled road Sections (F1, F2, A1, A2) start from the mathematical centre of the intersection, Section Matching of single tolled Road Sections (F2) and (A2) shall be performed for the loop used for turning to the left.

## 2.2 Special rules of Section Matching

In respect of single toll road sections determined in Schedule 8 of the GTC, general provisions of section matching shall be applied with the below differences.

Toll road sections falling under the special rules of section matching and section parts not falling under supervision according to Clause 2.2. a) Those tolled road sections where more road sections to be considered were formed due to the location of the non supervised sections, shall be considered as if the sections to consider constitute a continuous road section. Therefore, if the road usage is continuous according to the general road usage, data reporting shall be performed only once.

In respect of sections specified in Point b) of **Hiba! A hivatkozási forrás nem található.** of the GTC, road usage shall be stated at one occasion (one road usage) following entering the tolled road section on the basis of Point b) of Clause 2.1.4 (“Interoperable roads running together or parallel”), thus, also in the case when it cannot be clearly considered whether the road usage took place on tolled road or non-tolled road sections. Thereafter, the Road User, in respect of the given tolled road section, may

- i) continue using the road without time limit, thus, rule determined in Clause 2.1.1 (“Uninterrupted road usage, leaving the road and renewed road usage”) shall not be applied so time limit determined thereof shall not be considered,
  - ii) in case of turn-back, it may continue the road usage, therefore, turn-back rule defined in Clause 2.1.2 (“Turnback”) shall not be considered.
- c) If there are Tolled Road Sections between the Road User’s last but one position observed and the last position observed and it can be undoubtedly established subject to data on time and speed that the Road User could only travel between the two positions observed on Tolled Road Section(s), then Toll shall be charged for the Tolled Road Section between the two positions observed.

## **2.3 Session matching**

### **2.3.1 Conditions for Session Matching**

If Tolled Road Section(s) might be located or are located between the penultimate and last position of the Road User (route containing tolled road section shall be planned on the basis of the pyramid principle) and either of the complex conditions in a) and b) below conditions is met:

a)

- one may travel from one position to the other position in the correct direction on the tolled road network in one way only
- a maximum of 1 tolled road section allows travelling between the two positions in the correct direction

b.)

- - one of the road sections identified on the basis of the two positions is a tolled road
- - maximum 3 further tolled road sections are located between the road section identified on the basis of the position determined on the tolled road network and the other identified position
- - one may travel from the tolled road section identified on the basis of a position to the other position on the tolled road network in one way, only

then the Toll Declaration Operator is obliged to Report Data about the missing Tolled Road Sections in a manner provided in the protocol, applying the rules of session matching. (In case of session matching the Toll Declaration Operator is obliged to provide data similar to section matching indicating the fact of session matching.)

### **2.3.2 Objections against road usage calculated with Session Matching**

If according to the Customer the Tolled Motor Vehicle travelled on Road Sections other than the Tolled Road Sections presumed on the basis of Session Matching, then the Customer may file a complaint. The Customer is obliged to evidence the facts stated in the complaint.

The usual certificates (e.g. invoice for transportation, etc.) or other technological data (e.g. tracking data generated with a GPS tracking device from an independent source and installed in the vehicle) may be used in the demonstration.

## **2.4 Skipping report and Skipping Session Matching**

### **2.4.1 Obligation to send the skipping report**

If Tolled Road Section(s) are or might be located between the penultimate and last observed position of the Road User (route containing tolled road section shall be planned on the basis of the pyramid principle) and rule of session matching cannot be applied the Toll Declaration Operator is obliged to report the skipping via the interface (hereinafter: skipping report). Content of the Skipping Report shall not qualify as Data Reporting, it shall contain the report about the fact of skipping by providing the time of the positions' observation and the GPS coordinates relating to the positions observed.

Where one endpoint of the skip is within Hungary and the other is outside Hungary, then instead of the endpoint outside Hungary, the coordinates of the border crossing should be reported which falls closest to the endpoint in Hungary taking into account the toll road network, except where there is a border crossing accessible by expressway or motorway at a distance, measured on a route, of less than 1.5 times the distance to the closest border station as measured on a route. In such a case, the closest border crossing should be reported that is accessible by expressway or motorway. Border crossings and their coordinates are listed in Schedule 9.

Interface specification shall specify the formal and content requirements of the data. The Skipping Report shall be made following the arrival of the second position data immediately, but within one minute at the latest. ET System confirms the data reporting via the interface. The confirmation contains the fact whether or not toll reporting was started in the ET System as a result of the reported skipping.

The Toll Declaration Operator is not required to send a Skipping report where it can be established from the position data that the Road user left the territory of Hungary, then, in a different time or location, re-enters the territory of Hungary, even if the conditions for sending a Skipping report otherwise persist.

#### **2.4.2 The Toll Declaration Operator's notification duty**

In case of skipping, the Toll Declaration Operator shall notify in a text message (not by phone) the Person to be notified about the sending of the skipping report to the ET System within five (5) minutes following the confirmation. There are two different types of notification obligation depending on the fact whether or not declaration was initiated in the ET System in relation to the reported skip on the basis of the confirmation.)

- a.) If declaration was initiated, the Person to be notified shall be informed about the fact that skipping session matching took place for the given Motor Vehicle (license plate number shall be provided) with presumed road usage in the lack of position data between the two times and the two GPS coordinates (by giving the coordinates and times).
- b.) B.) If declaration was not initiated, the Person to be notified shall be informed about the fact that skipping was reported for the given Motor Vehicle (license plate number shall be provided) in the lack of position data between the two times and the two GPS coordinates (by giving the coordinates and times), but declaration was not initiated due to the reasons determined in Point b) of Clause 2.4.3. ("Initiating declaration on the basis of skipping report").

The Operator is not required to send notification to the Customer when sending a skipping report where in the reply by the NTPS to the Skipping report the Toll System confirms the case under Clause 2.4.3.(b)(v) as the reason for failure to establish the cause of the ostensible road usage.

Toll Declaration Operator has no othertasks in addition to the ET System reporting and notification of the Customer regarding the Skipping Session Matching, the rest is handled by the ET System.

#### **2.4.3 Initiating declaration on the basis of skipping report**

- a.) Following the skipping, except for the case defined in Point b), the ET System plans a presumable route between the endpoints of skipping on the basis of the algorithm provided in the ET System (pyramid principle) (in other words: carries out Skipping Session Matching) and initiates declarations regarding the Tolled Road Sections. b.) The NTPS notifies Toll Declaration Operator on the Road sections affected by the Toll declarations in its reply to the skipping report.
- b.) ET system does not initiate toll declaration in relation to reported skipping in the following cases:
  - i.) there is more than 100 km distance between the two last data in bee line;
  - ii.) "bee line average speed" calculated as quotient of the bee line distance and the time elapsed between the time of the two last data is lower than 10km/h;
  - iii.) it can be stated on the basis of the two positions and the previous and following positions and directions that the Road User exits from Hungary then enters Hungary;

iv.) the route between two points provided by the route planner the average speed is higher than 110km/h.

v.) **“bee line average speed” calculated as quotient of the bee line distance and the time elapsed between the time of the two last data is higher than 110km/h;2.4.4. Imposing fines in case of skipping reporting**

- a.) If the ET System plans a presumable route by applying Skipping Session Matching on the basis of Point a) of Clause 2.4.3 (“Initiating declaration on the basis of skipping report”) and the Motor Vehicle travels on a route different from the presumed one, and the Supervisory system recognised the Motor Vehicle, the ET System presumes Unauthorized Road Usage. In this case toll will not deduced on the basis of declaration regarding Tolloed Road Sections calculated by the Skipping Session Matching, or the deduced balanced will be refunded up, and Administrative Fine will be imposed in case of verification.
- b.) If Skipping Session Matching does not take place as per Point b) of Clause 2.4.3 (“Initiating declaration on the basis of skipping report”) on the basis of Skipping Report, Administrative Fine will be imposed in case of verification.

#### **2.4.5. Pyramid principle**

- a.) It plans on the basis of the characteristics of the Motor Vehicle reported by the user relevant in respect of toll payment, Rules of the Road and route, according to the enforceable provisions of Rules of the Road.
- b.) It chooses an option which means the shortest travel time.
- c.) It prefers highways and main roads during planning in a manner that a speed higher than the available is used for the calculation of the running time (it is considered faster).
- d.) If the endpoint(s) are not located on the roads, planning is started/ended on the closest route available in bee line.

#### **2.4.6 Objection of road usage calculated on the basis of Skipping Session Matching**

If the Customer is of the view that the Toll Road Motor Vehicle did not travel on the Tolloed Road Section(s) presumed by the Skipping Session Matching, the Customer may raise objection, except if the Customer was recognised by the Supervisory System on a route different from the presumed route and as a result, administrative procedure to impose fine is (was) initiated on the basis of Point a) of Clause 2.4.4 (“Imposing fines in case of skipping reporting”). The Customer is obliged to evidence the facts stated in the complaint.

The usual certificates (e.g. invoice for transportation, etc.) or other technological data (e.g. tracking data generated with a GPS tracking device from an independent source and installed in the vehicle) may be used in the demonstration.

#### **2.4.7 Information for the Customer and Road User**

- a) The Customer is obliged to ensure that the Motor Vehicle travels with an operable Onboard Equipment on tolled road and not tolled road sections, if it uses Toll Declaration Operator for toll payment.
- b) The Customer is obliged to accept, if it does not ensure the operability of Onboard Equipment imputably, or intentionally makes the Onboard Equipment inoperable and travels with the Motor Vehicle, that the Toll Declaration Operator sends a skipping report to the ET System if its conditions are met, on the other hand, such a conduct make it difficult or impossible to evidence that the Motor Vehicle was not used on tolled road sections.

c) ET System states road usage on the basis of skipping report or Skipping Session Matching on the presumed road section in case the conditions are met, or does not carry out Skipping Section Matching, as a result of which toll declaration is not made and does not state presumed road usage. The general reporting rules shall also be valid in the event of establishing ostensible road usage e.g. in the event of establishing ostensible road usage no road use authorisation is acquired by Customer not entitled for post-payment and with no balance, i.e. the ostensible road usage shall not automatically imply the acquisition of a road use authorisation.

d) If the Motor Vehicle travels on a route different from the one determined on the basis of Skipping Session Matching, or presumed route is not determined on the basis of Skipping Session Matching, Administrative Fine will be imposed in case of verification.

## **2.5. Deleted, no text in force**

## **2.6. Tasks and obligations with regard to axle number statement (JDB)**

One of the basic elements of axle number statement shall be classification of vehicles into JDB classes based on the number of axles. As far as the Declaration is concerned the axles of the vehicle shall be taken into consideration as follows:

- a) all the axles of the Vehicle or the Vehicle Train shall be taken into consideration, including all axles unused (drawn-in) during the journey,
- b) For trailers attached to the Vehicle, all axles of the trailer plus the number of the Vehicle axles shall be taken into consideration, including all axles unused (drawn-in) during the journey.

The Road User shall and shall be liable to record the JDB classification of the Vehicle based on the number of axles, in the Bound Toll Service Provider's system. If the Toll Declaration Operator's Processing System supports the management of changes in the axle number based JDB classification with respect to the given vehicle, then Tolls shall be calculated based on the current axle number to be established in accordance with Clause 2.6.

### **2.6.1 JDB (number of axles) Data Reporting obligation**

If, during the registration, the Customer wants to make the statement on the JDB through the Toll Declaration Operator, and this registration is not rejected by the Toll Declaration Operator but thereby accepted, then the Toll Declaration Operator is to comply with the obligations under Clause 2.6. in order to successfully complete the JDB statement. The data reporting does not cover the provision of the current JDB value which will be attributed to the data reporting by the Toll System taking into account the current data. The Toll declaration operator is to take part in the axle number data change as long as the Customer declares, by modifying the registration, that from that date it will state the the data on the number of axles (JDB) directly through the ET System and the Toll Declaration Operator gets no notification of this from the ET System.

### **2.6.2 Procedure of the statement on the JDB and taking effect of the new JDB value**

The process of the new JDB data becoming effective is as follows:

- a.) the Customer or the Road User states the JDB value
- b.) The Toll Declaration Operator notifies the ET system of the fact of the statement and the new JDB value, through the interface
- c.) The ET system notifies the Person to be notified, of the new JDB value in an email The new JDB becomes effective by (sending) this notification,
- d.) The ET System notifies the Toll Declaration Operator of the JDB becoming effective by indicating the time when the JDB becomes effective (ITS).



### **2.6.3 Notification obligation of the Toll Declaration Operator, related to the statement on JDB data (number of axles)**

The Toll Declaration Operator shall send notification to the Person to be Notified on the taking effect of the JDB statement immediately upon becoming aware of the taking effect of the JDB value, but within 30 seconds at the latest, in SMS or by any other means detailed below and considered to be equivalent. This notification is for information purposes only, the time of effectiveness is determined by the date of sending the email by the ET System.

The notification is adequate if the person changing the JDB value is informed clearly about the fact of the change in a way that within the period from initiating the change until it becomes effective, it shall see or hear a notification informing him that the request to change is being processed by the System but the change is not yet in effect. Following the effective time, the confirmation shall change in a way that the person initiating the JDB change shall be notified of the fact that the new JDB classification has become effective.

Based on the above, the following modes shall be deemed to be equivalent with the SMS:

- a) The JDB change request is indicated on the Onboard Equipment with a bold, for e.g. flashing light. After the effective time, it stops flashing, and it indicates the fact that the change is in effect with steady light.;
- b) The JDB change request is indicated on the Onboard Equipment with a pre-recorded voice message (for e.g. “JDB change is in progress, please wait!”) which would be repeated until the effective date, which would then be indicated with another voice message. (for e.g. “JDB change is complete”);
- c) The JDB change request might be initiated on the Onboard Equipment with 3 different buttons, the light next to the currently valid JDB class has a steady light. At the time of initiating the change, the light next to the new JDB class becomes flashing and continues to flash until the request becomes effective. After the effective date the light indicating the previous JDB class goes out, and the light for the new shows steady indication;
- d) If the JDB statement takes place through the webpage or the smart phone application of the Toll Declaration Operator, it indicates in a striking way on the web page or on the screen of the smart phone, that the change of the JDB value has not become effective. After the effective date, the same screen indicates that the new value is in effect.
- e) A screen is installed in the Vehicle (LCD/PDA), which supports the JDB change with text messages to be shown on the screen. After the user has chosen the correct axle number a warning appears, with the text and voice message for e.g. “change of the number of axles is in progress”. If the new value becomes effective, a text message appears saying “Successful change of the number of axles: 2/3/4 axles” and the Onboard Equipment stops the audio signals. If for any reason it does not become effective, then a text saying “Change of the axle number is failed” and the Onboard equipment gives different audio signal.
- f) The change of the JDB data might be initiated by pressing the buttons on the Onboard Equipment. After the user selected the new axle number, the Onboard Unit indicates with tweet and quick LED flashes that the change is in progress. After the change becomes effective 3 short audio signal, LED flashes as many times corresponding to the new number of axles, which is followed by 3 seconds break and then the flashes are repeated as many times corresponding to the new JDB value. The Onboard equipment repeats this cycle multiple times. If the new JDB does not become effective (or the response time is over) the Onboard

Equipment indicates with a long tone and steady rapid flashing by the LED that the new JDB did not come into effect.

#### **2.6.4 Information for the Customers and the Road Users**

Pending the JDB change becoming effective the Toll System attributes the old JDB to the data reporting by the Toll Declaration Operator therefore the Customers must pay special attention not to participate in the traffic with the new axle number before the change becoming effective since it result is unauthorised road use and may attract a penalty.

### **3. Protocols**

The protocols below describe the procedural rules the Toll Declaration Operator is to follow, and also its mandatory tasks upon the occurrence of the following events, with account being taken of the fact that the list under this Clause is not exhaustive and complete, additional tasks might be specified by other provisions of the GTC.

Every notification, unless otherwise provided in the GTC, shall be sent to the Person to be Notified by telephone, in SMS or via email, by using the effective registered contact details and in a way and with a content being in line with the GTC.

In the event the notification is made by telephone, the notification obligation specified under this Clause 3 shall be deemed to be performed by the Toll Declaration Operator if at least two attempts were made to notify the Customer or where appropriate the Road User by phone, within the period set for the notification, but the Customer (Road User) did not receive the notification. The notification shall also be deemed to be performed if the notification of the Customer (Road User) fails due to reasons within the interest of the Customer (Road User).

In the event of SMS notification – if otherwise provided in the agreement between the Toll Declaration Operator and the Customer – the language of the notification shall be the language of the agreement between the Customer and the Toll Declaration Operator.

If during the Registration the Customer registers at one Toll Declaration Operator more Vehicles with the same phone number or email address, and the notification concerns more than 20 Vehicles of one Customer, having been registered with the same telephone number or email address, than the Toll Declaration Operator shall perform the notification with the following deviations:

- 1) in the event of same email address it may send the notifications in one email regarding all Vehicles concerned by the notification, however in the notifying email it shall give a full list of the license plates of the Vehicles concerned by the notification;
- 2) in the event of same phone number:
  - a) it may perform its obligation by one phone call regarding all Vehicles concerned by the notification, however, it shall give a full list of the license plates of the Vehicles concerned by the notification during the call.
  - b) it may send notification in one SMS regarding all Vehicles concerned by the notification, and in the SMS it does not have to give a full list of the number plates of the Vehicles concerned by the notification, but shall refer to the notifications performed through other channels, provided if the phone call in terms of point a) was completed successfully in a way that the provision (reconciliation) of the full list of the license plates regarding all Vehicles concerned by the notification was actually and successfully realised.

#### **3.1 Log-in of a Contracted Toll-payer and registration of further Vehicles to a specific Contracted Toll Payer**

The Contracted Toll-payer (even through the Road User who will always only initiate entry into the system for and on behalf of the Contracted Toll-payer) shall follow the steps below to enter the

system (become a Customer), and may register further Vehicles with the following terms and conditions.

**a) Procurement of the Onboard Equipment by the Contracted Toll-payer**

The Contracted Toll-payer may procure Onboard Equipment in either of the following two ways:

- i) if a person is already registered at the Toll Declaration Operator or a person directly contacting the Toll Declaration Operator, by entering into an agreement with the Toll Declaration Operator and by having the Onboard Equipment installed or mounted, or
- ii) by purchasing an Onboard Equipment self-installed by the Contracted Toll-payer which has previously been registered with the Toll declaration Operator and sold in shops mainly for Data Reporting.

Procuring and commissioning the Onboard Equipment is the first step, it is the condition precedent to all further steps.

**b) Registration with the Bound Toll Service Provider (once the conditions precedent in paragraph a) is complied with)**

The Contracted Toll-payer and/or the Road User registers with the Bound Toll Service Provider (e.g.: on the specifically designed website) in order to have itself registered in the ET system. The registration shall only be successfully completed if paragraphs c) and d) are completed.

**c) Contacting the Toll Declaration Operator and response from it**

Following the commencement of the registration process the Bound Toll Service Provider informs the Toll Declaration Operator, in line with the data content determined on the interface, by sending at least part of the data content, of the registration and at the same time inquires after the person of the Toll Declaration Operator, i.e. if the Toll Declaration Operator undertakes future Data Reporting for and on behalf of the relevant Contracted Toll-payer and/or Road User. Following the receipt of the inquiry the Toll Declaration Operator shall response in real time within 5 seconds and the response shall state whether contacting was successful or not, and in case of a failed contact the reason for the failure. The confirmation shall also be successful in four components:

- i) Data received together with the inquiry are true and correct, and the Toll Declaration Operator is capable of registering them immediately,
- ii) the OBU is a device managed by the relevant Toll Declaration Operator within the scope of its services,
- iii) if, upon its request, the Customer wants to make the JDB statement also through the Onboard Equipment registered in the system of the Toll Declaration Operator, the Toll Declaration Operator shall make a declaration whether or not it would undertake to perform the data reporting this way. The rejection of a requested JDB statement can serve as justification for rejecting a registration. The Toll Declaration Operator may accept the order regarding the data reporting on the number of axles by way of positive confirmation even if it obtains the data on the number of axles not from the Onboard Equipment but by applying other verifiably and documented technical solutions, for e.g. by a statement made on an online interface.
- iiii) The Toll Declaration Operator is capable of performing its tasks as Toll Declaration Operator, if the JDB statement service has been accepted, including that as well.

**d) Notice to the Person to be notified on the completion of the registration**

The registration process is deemed completed if all the procedures under paragraphs b) and c) above have been successfully completed. Registration takes place in one single process and is deemed to be completed successfully if Data Reporting can commence with the help of the Toll Declaration Operator (other terms and conditions of Toll payment are not to be assessed, e.g.: pre-payment or post-payment method). Following the successful completion of the registration the NTPS notifies the Person to be notified of the successful registration via e-mail.

**3.2 Onboard Equipment error**

The procedure shall apply if the error occurs in case of only one Onboard Equipment user or if the error causes non-delivery or defective delivery of Data Reporting. The procedure may be conducted on the condition if the Toll Declaration Operator identifies the Onboard Equipment error.

- a) The Toll Declaration Operator shall notify the Person to be Notified of the Onboard Equipment error within 10 minutes of becoming aware of it, however, the Bound Toll Service Provider does not have to be notified. Notice shall be sent by e-mail, SMS and telephone. The notice shall specify the time of error detection, short description of the error and the registration number of the vehicle affected. The Toll Declaration Operator shall only be obliged to send a notice if based on the specific features of the Onboard Equipment and the system the breakdown can undoubtedly or most probably be identified (for example in case of a continuous Onboard Equipment where no ignition is required for operation). *Upon the Contracted Toll-payer's written request and at its risks the Toll Declaration Operator has the right to refrain from sending a notice on errors affecting the Onboard Equipment. As a condition precedent to this the Toll Declaration Operator shall notify the Contracted Toll-payer of the risks involved in not receiving the notice, including in particular of the possibility of being fined for the faulty Onboard Equipment.*
- b) The Toll Declaration Operator shall notify the Person to be Notified of the resolved Onboard Equipment error within 10 minutes of becoming aware of it, however, the Bound Toll Service Provider does not have to be notified. Notice shall be sent by e-mail, SMS and telephone. The notice shall specify the time of the error resolution, a short description of the error and the registration number of the vehicle affected. The Toll Declaration Operator shall only be obliged to send a notice if based on the specific features of the Onboard Equipment and the system the breakdown can undoubtedly or most probably be identified (for example in case of a continuous Onboard Equipment where no ignition is required for operation). *Upon the Contracted Toll-payer's written request and at its risks the Toll Declaration Operator has the right to refrain from sending a notice on errors affecting the Onboard Equipment. As a condition precedent to this the Toll Declaration Operator shall notify the Contracted Toll-payer of the risks involved in not receiving the notice, including in particular of the possibility of being fined for the faulty Onboard Equipment.*
- c) In the event of an error the Contracted Toll-payer and/or the Road User shall buy a Route Ticket if it is notified by the Toll Declaration Operator of the error, or if it detects the error itself.
- d) In the event of an Onboard Equipment error, if as a result of the error the Bound Toll Service Provider does not receive Data Reporting, penalty proceedings may be launched irrespective of what the Onboard Equipment error is, or whether the Contracted Toll-payer and/or Road User knew about it or not. Penalty may be levied even during the notice period stipulated in paragraph a). *If upon the Contracted Toll-payer's request the Toll Declaration Operator refrains from sending the notice, such shall not prevent fine from being levied on the Contracted Toll-payer or Road User, the Toll Declaration Operator*

*shall not be liable for the fine or any other legal consequences arising from the lack of notice.*

### **3.3 Breakdown**

Once the error has been managed or anytime upon the Bound Toll Service Provider's request the Toll Declaration Operator shall disclose and handover all proof of the reason and existence of the error, and also the Toll Declaration Operator shall allow immediately upon request and unconditionally the inspection of the error on site.

If possible breakdowns shall be reported on the error reporting interface of the ET system specifically designed for Toll Declaration Operators, and also confirm the error report over the telephone with the customer service of the ET system. Upon reporting the error the identification code of the Toll Declaration Operator that ensures confidentiality and data protection shall be indicated.

#### **3.3.1 Breakdown Causing Data Delay**

Therefore a comprehensive error or an error of the Processing System affecting several Contracted Toll-payer and/or Road User, i.e. not an error caused by the individual Onboard Equipment under Clause 3.2 ("Onboard Equipment Error") as a result on which Data Reporting is not received en mass, but one the error is detected, it is expected to be remedied without the loss of data, i.e. the receipt of data reporting can be guaranteed, but beyond the tolerable time.

- a) Following error detection the Toll Declaration Operator shall immediately (within 20 minutes) report the error to the Bound Toll Service Provider to ensure that the enforcement system can be notified with respect to the Contracted Toll-payers and/or Road Users, or a certain group thereof, in order to make sure that no penalty proceedings are initiated against the relevant vehicles. When the report is submitted the error time shall be also be indicated together with the reason for the error to establish whether the error is imputed to the Toll Declaration Operator or not. Until the Toll Declaration Operator reports no error, all Unauthorised Road Users shall be subject to penalty. Also, Unauthorised Road Users shall be subject to penalty if following the receipt of data Unauthorised Road Usage is deemed to have occurred for other reasons (e.g. lack of balance).
- b) After the error is corrected within the due time, the data will arrive to the Bound Toll Service Provider.
- c) The error shall be corrected within 24 hours, unless the reason for the error is beyond the liability of the Toll Declaration Operator (electricity supplier, telecommunication service provider or GPS). If the service provider is unable to restore the system within 24 hours, and the reason is not beyond its liability, then
  - i) it shall pay Lost Profit retrospectively for 24 hours from the time of the error report as specified in Schedule 5,
  - ii) until the error is cleared (time within 24 hours, otherwise for 24 hours), or in case of switching to the case described in Clause 3.3.2 ("Material Breakdown") until the switch, furthermore for the period from the switch until the deadline specified in Clause 3.3.2 it shall pay for the Lost Profit that is not caused by a reason beyond its liability. (During the 24 hours the Toll Declaration Operator may at any time switch to the error case regulated in Clause 3.3.2 ("Material Breakdown"), however, in this case it shall pay Lost Profit from the time of switching and thereafter pursuant to the rules of Clause 3.3.2.

In the event of such failure the Toll Declaration Operator shall notify the Person to be Notified, in line with Clause 3.2. (Onboard Equipment Error), that it is liable for replenishing and monitoring the balance because of the error. The notice shall specify the time of error detection, short description of the error and the registration number of the

vehicle(s) affected. The error shall not exempt from paying penalty for hitting zero balance. Between the 19<sup>th</sup> and 23<sup>rd</sup> hour of the breakdown the Toll Declaration Operator shall notify all Persons to be Notified if they are obliged to buy Route Tickets as from the 24<sup>th</sup> hour of the breakdown. Notice to customers shall be delivered in e-mail, SMS or over the phone. Content: Error report, description of the reason for it, the time from which the Customer is obliged to purchase a Route Ticket and the license plate(s) of the vehicle for which the Route Ticket is to be purchased. Warning that failure to buy a Route Ticker results in unauthorised road usage and may entail a Penalty. The Toll Declaration Operator shall notify the Person to be Notified the same way as the error was reported, if the system failure is cleared, and if Contracted Toll-payers and/or Road Users previously received notice of the system failure.

**Treatment of errors beyond liability:** If the error is caused by a reason beyond the liability of the Toll Declaration Operator, then it may make up for lost Data Reporting between the error reporting time and the 24<sup>th</sup> hour, at a later time.

No reason shall be deemed to be beyond liability if the relevant error or service failure was caused by a reason imputed to the Toll Declaration Operator (e.g. loss of service for non-payment: telecommunication, electricity etc.).

The reason for the error is beyond liability, but based on it, it can be established or assumed that will be a case under Clause 3.3.2 (“Material Breakdown”), then the Toll Declaration Operator shall proceed pursuant to the case stipulated in Clause 3.3.2. If the error beyond the liability of the Toll Declaration Operator continues after 2 hours, again the Toll Declaration Operator shall proceed according to the provisions of Clause 3.3.2. In this case if the Toll Declaration acted in all aspects according to the agreement (the specifications of the protocol), the Toll Declaration Operator is not obliged to pay Lost Profit for the time under Clause 3.3.2, and for the 2 hours set for recovery.

### **3.3.2 Material Breakdown**

A complete Processing System error or a Processing System error affecting several Toll-payers and/or Road Users, so not the error caused by the individual Onboard Equipment as discussed in Clause 3.2 (“Onboard Equipment Error”), as a result of which Data Recording is not received en mass, and the failure is an error of which the Toll Declaration Operator knows at the time of it being reported that even in case of recovery it will be unable to sent Data Reporting subsequently for the period after the failure commencement time. In this case:

- a) The Toll Declaration Operator shall report the error to the Bound Service Provider in line with Clause 3.3.1 (Breakdown Causing Data Delay) immediately (within 20 minutes) upon detecting the error.
- b) The Toll Declaration Operator shall notify the Persons to be Notified of the error within 4 hours, and subject to this all Contracted Toll-payers of the relevant Toll Declaration Operator shall be granted Temporary Exemption for 5 hours from penalty. The notice shall specify the problem detection time, a short description thereof and the registration number of the vehicle(s) affected. Notice to customers shall be delivered in e-mail, SMS or over the phone. Content: Error report, description of the reason for it, the time from which the Customer is obliged to purchase a Route Ticket and the license plate(s) of the vehicle for which the Route Ticket is to be purchased. Warning that failure to buy a Route Ticker results in unauthorised road usage and may entail a Penalty.
- c) C)Following the expiry of the Temporary Exemption the Contracted Toll-payers and/or Road Users shall purchase Route Tickets. Failure to do so will entail a Penalty.
- d) Calculated from the time of the report up to the notification of the error resolution the Toll Declaration Operator shall pay Lost Profit for the 5-hour period.

### **3.4 Modification of registered data**

Should the Contracted Toll-payer and/or the Road User wish to modify its data recorded during registration, they shall follow the following procedure:

- a) The Contracted Toll-payer and/or the Road User applies for the modification of the registration at the Bound Toll Service Provider (e.g. on its website specifically set up for this purpose) in order to have the data modified in the ET system. The modification of the registration shall only be successfully completed if paragraphs b) and c) are completed.
- b) Contacting the Toll Declaration Operator and response from it

Following the commencement of the process to modify the Contracted Toll-payer's and/or Road User's registration the Bound Toll Service Provider informs the Toll Declaration Operator by sending at least part of the data content, of the registration and at the same time inquires after the person of the Toll Declaration Operator, i.e. if the Toll Declaration Operator undertakes future Data Reporting for and on behalf of the relevant Contracted Toll-payer and/or Road User with the modified data. Following the receipt of the inquiry the Toll Declaration Operator shall response in real time within 5 seconds and the response shall state whether contacting was successful or not, and in case of a failed contact the reason for the failure.

The confirmation shall also be successful in three components:

- i) Data received together with the inquiry are true and correct, and the Toll Declaration Operator is capable of registering them immediately,
  - ii) the OBU is a device managed by the relevant Toll Declaration Operator within the scope of its services,
  - iii) The Toll Declaration Operator is capable of performing its tasks as Toll Declaration Operator with the modified data. If, upon its request, the Customer wants to make the JDB statement also through the Onboard Equipment registered in the system of the Toll Declaration Operator, the Parties shall act in line with Clause 3.1. ("Entry by Contracted Toll-payer and registration of further Vehicles for the relevant Contracted Toll-payer") ( c) iii)
  - iv.) Iv)If the Customer states that it no longer wants to set its JDB categories through the Toll Declaration Operator, the confirmation of this statement.
- c) Notice to the Contracted Toll-payer and/or the Road User on the completion of the registration modification

The registration process is deemed completed if all the procedures under paragraphs a) and b) above have been successfully completed. Registration modification takes place in one single process and is deemed to be completed successfully if Data Reporting can commence with the help of the Toll Declaration Operator.

The ET System notifies the Toll Declaration Operator of the modification of registration in every case, where it received notification concerning data before modification or it is required for the activity of the Toll Declaration Operator in accordance with the GTC. Following the successful completion of the registration the NTPS notifies the former and new Person to be notified of the successful change in the registration via e-mail.

### **3.5 Deletion of registered data**

If the Contracted Toll-payer and/or the Road User do not wish to continue using the services of the relevant Toll Declaration Operator, then the data registered in the Bound Toll Service Provider's system shall be deleted. In this case the following procedure applies:

- a) The Contracted Toll-payer and/or the Road User applies for the deletion of the registration at the Bound Toll Service Provider (e.g. on its website specifically set up for this purpose) in order to have the data deleted from the ET system.
- b) Contacting the Toll Declaration Operator and response from it  
Following the commencement of the process to delete the Contracted Toll-payer's and/or Road User's registration the Bound Toll Service Provider informs the Toll Declaration Operator of the deletion of the registration. Following the receipt of the inquiry the Toll Declaration Operator shall response in real time within 5 seconds and the response shall state whether contacting was successful or not, and in case of a failed contact the reason for the failure.
- c) Notice to the Contracted Toll-payer and/or the Road User on the completion of the de-registration  
The de-registration of the data for the use of the Toll Declaration Operator can be completed if all the procedures specified in paragraphs a) and b) have been completed. Once the relevant data have been deleted, the Toll Declaration Operator shall have no further data reporting obligations with the relevant OBU until a new, successful registration. Following the successful completion of the de-registration the NTPS notifies the former Person to be notified of the successful change in the registration.

**3.6 Termination of the agreement between the Toll Declaration Operator and the Contracted Toll-payer or the suspension of the service, furthermore the termination of the relationship of the Toll Declaration Operator regarding Data Reporting**

If the Toll Declaration Operator suspends its service or the agreement with the Contracted Toll-payer is terminated for some reason (in particular for non-payment) for one or more on-board units, then the following procedure shall be followed:

- a) The Toll Declaration Operator shall notify the Contracted Toll-payer and the Person to be Notified of the suspension or that the agreement concluded with the Contracted Toll-payer is terminated specifying also the time and date of the suspension or termination and the registration numbers of the vehicle(s) affected, at least three (3) working days before the suspension or the termination. Notice to customers shall be delivered in e-mail, SMS or over the phone. Its content for the Person to be notified: For what reason the Contracted Toll-payer (or Road User as the case may be) is obliged to purchase Route Tickets, starting from when and for which registration numbers. Warning that failure to buy a Route Ticker results in unauthorised road usage and may entail a Penalty.
- b) The Toll Declaration Operator shall notify the Bound Toll Service Provider of the fact, time of the suspension or the termination of the agreement and the registration number of the vehicle(s) affected and/or the 12 digit identification code of the relevant OBUs. This notification must take place at the time specified in point (a). The notice shall be delivered on the Interface used for delivering Data Reporting between the Bound Toll Service Provider's and the Toll Declaration Operator's systems.
- c) After the expiry of the time specified the Toll Declaration Operator may terminate Data Reporting and other data delivery with regard to the Customer via the interface.

The suspension or termination is conditional to the proper notification.

Where the Operator withdraws the suspension, it must concurrently notify the Customer and the NTPS thereof.

Should the relationship between the Toll Declaration Operator and the Bound Toll Service Provider be terminated for whatever reason, all Customers shall be notified at least 3 working days before such termination, unless the circumstances of the termination make it impossible. Notice to



customers shall be delivered in e-mail, SMS or over the phone. Content: For what reason the Customer is obliged to purchase Route Tickets, from what time when and for which registration numbers. Warning that failure to buy a Route Ticker results in unauthorised road usage and may entail a Penalty. The method of notification of the withdrawal of the suspension is the same as specified for the notification of the suspension.

### **3.7 Restart of services by the Toll Declaration Operator**

Should the Toll Declaration Operator decide to restart the provision of its services, it shall follow the procedure below:

- a) The Toll Declaration Operator shall notify the Contracted Toll-payer and the Road User of the fact and time of the service restart and the registration numbers of the vehicle(s) affected. Notices shall be sent at least 5 hours before the time of the service restart. Notice delivered in e-mail, SMS and over the phone.
- b) The Toll Declaration Operator shall notify the Bound Toll Service Provider of the fact, time of service restart and the registration numbers of the vehicle(s) affected and/or the 12 digit identification code of the relevant Onboard Equipment. Notices shall be sent at least 5 hours before the time of the service restart.
- c) At the time of service restart specified the Toll Declaration Operator shall restart data reporting to the Bound Toll Service Provider.

### **3.8 Procedure for the preliminary registration of Onboard Equipment commercially available or previously registered in the Toll Declaration Operator's system**

The Toll Declaration Operator shall assign the number unambiguously identifying Onboard Equipment (specific identification code of the Onboard Equipment) to all Onboard Equipment to be marketed (and not yet marketed) or already sold and registered in its system which the Toll Declaration Operator intends to involve in its activity. The specific identification code of the Onboard Equipment consists of 12 digits that are ordered as follows: **9BBXXXXXXXXXC**, where

**9** (Digit ): special marking digit,

**BB** (Digits 2 and 3): individual identification code of the Toll Declaration Operator which is defined by the Bound Toll Service Provider when the agreement is concluded and which is indicated in the agreement,

**XXXXXXXXXX** (Digits 4-11): the specific identification code of the Onboard Equipment registered in the relevant Toll Declaration Operator's system (we recommend to use random identification codes),

**C** (12 digits): LUHN standard control number.

The specific identification codes of all Onboard Equipment to be marketed (and not yet marketed) or already sold and registered in its system which the Toll Declaration Operator intends to involve in its activity generated subject to the specifications above, shall be communicated to the Bound Toll Service Provider through the interface, and the Bound Toll Service Provider shall register such Onboard Equipment and sends the Toll Declaration Operator a notice of the successful or failed registrations.

Furthermore, the Toll Declaration Operator shall ensure that during the registration process at the Bound Toll Service Provider it should immediately (within 5 sec) respond to inquiries sent by the Bound Toll Service Provider's system to identify the Onboard Equipment.

### **3.9 Data retention and storing protocol**

The Toll Declaration Operator shall have the obligation to retain data that may be necessary for complaint management or legal remedy proceedings, for a period longer than 5 years from the conclusion of the complaint management or legal remedy proceeding in a final and binding way if it is instructed to do so by the Bound Toll Service Provider. This obligation pertains to those data necessary for the complaint management procedure or legal remedy procedures where the Customer submits a complaint to NTPS and NTPS considers the contribution of the Intermediary necessary to examine the complaint of the Customer.

### **3.10 Data transfer, data storing required for SLA measurement and operation subject to system requirements**

The Toll Declaration Operator shall ensure that all data received from all OBUs with vehicle positions shall be kept for at least two months, and that the data content of Data Reporting to Bound Toll Service Provider is stored in online databases which are available either from the site or directly from the Bound Toll Service Provider's system for audit and SLA measurement purposes.

Furthermore the Toll Declaration Operator shall also completely archive such data for another at least six months, and ensure that the archived data

- a) are available on site in a format suitable for audit and SLA measurement purposes
- b) are available through a secure data connection channel in a format suitable for audit and SLA measurement purposes
- c) are delivered to the Bound Toll Service Provider upon request in the format suitable for audit and SLA measurement purposes.

### **3.11 Error identification and error reporting obligation**

Should the Toll Declaration Operator identify an error that reasonably causes data quality to deteriorate in the Section and Session Matching algorithm or in the map layer, in that case the Toll Declaration Operator shall report the error to the Bound Toll Service Provider with a proposed solution if possible. If the Bound Toll Service Provider identifies similar errors, and there are error corrections already developed, in that case the Toll Declaration Operator shall implement the error corrections sent to the Toll Declaration Operator in email (may be considered as published) within 10 days in its own system. The Toll Declaration Operator shall inform the Bound Toll Service Provider of the completion of the correction.

If there is no proposed solution for the error identified either by the Toll Declaration Operator or by the Bound Toll Service Provider, then the Toll Declaration Operators shall provide appropriate resource and competence for resolving the error, and they shall actively participate in the correction of the error identified.

In addition to this the Toll Declaration Operator shall in general implement and continuously develop all technical solutions that improve system quality, including, but not limited to interface version control.

In the event that the Toll Declaration Operator detects an error in the registration or Client information in general, it must then notify without delay NTPS and the Person to be Notified.

### **3.12 Suspending, restarting charging activity**

If at its sole discretion the Bound Toll Service Provider decides to

- a) delays the commencement of the charging activity, or
- b) terminate

its charging activity and notifies the Toll Declaration Operator thereof in an e-mail indicating the date, and through the interface used between the Bound Toll Service Provider's and the Toll Declaration Operator's systems, then the Toll Declaration Operator will not be obliged to deliver data for the time of the delay in the case under paragraph a), and for the period commencing with the date of the termination in case of paragraph b).

*If pursuant to its own decision the Bound Toll Service Provider suspends its charging activity (in particular for stoppages caused by scheduled or non-scheduled operation events), it shall notify the Toll Declaration Operator specifying the commencement date of the suspension through the interface used for communication between the systems of the Bound Toll Service Provider and the Toll Declaration Operator, and it shall inform the Toll Declaration Operator whether data generated during the term of the suspension are to be delivered or not as part of a Data Reporting after the termination of suspension (subsequent Data Reporting).*

*The Bound Toll Service Provider shall also notify the Toll Declaration Operator of the end of the suspension through the interface. If the Bound Toll Service Provider requests no subsequent Data Reporting, then not even once the suspension is over is the Toll Declaration Operator obliged to deliver data covering the period of the suspension. If the Bound Toll Service Provider requests subsequent Data Reporting, the Toll Declaration Provider shall deliver the Data Reporting within a period of time equal to the term of the suspension from the end of the suspension, on the condition that if the term of the suspension exceeds 12 hours, the Toll Declaration Operator shall perform Data Reporting within not more than 12 hours from the end of the suspension.*

The same rule applies if the Bound Toll Service Provider serves an order for delaying, suspending or terminating operation with respect to certain Single Tolloed Road Sections or the aggregate thereof, and not with respect to the whole system.

If at its sole discretion the Bound Toll Service Provider decides to restart its previously delayed or suspended charging activity, it shall notify the Toll Declaration Operator thereof together with the date of such restart, and the Toll Declaration Operator shall restart sending Data Reporting from that date on.

### **3.13 Changes in the Charged Road Network, a charged road section**

In case the Charged Road Network changes, such change shall be implemented by the Toll Declaration Operator in its system within 10 business days of the notification from the Bound Toll Service Provider or within the time not shorter than 10 days as defined by the Bound Toll Service Provider. As from the date set by the Bound Toll Service Provider Data Reporting shall be made with respect to the modified Charged Road Sections.

### **3.14 Skipping protocol**

In case of skipping report, i.e. in the circumstances described under Clause 2.4., the Person to be Notified shall be notified in a way, with the content and within the time limits as defined therein.

A notice of detected skipping shall also be sent in the ET System through the route ticket Interface with the data requested there (e.g. markings, license plate of the vehicle affected, the start and end coordinated and time of skipping).

Skipping shall be managed (Skipping Session Matching) in the ET System.

### **3.15 Suspending, restarting the activity of the Toll Declaration Operator**

In case if at its sole discretion the Bound Toll Service Provider decides to suspend receiving data from the Toll Declaration Operator's system, it shall send the Toll Declaration Operator a written notice thereof indicating the effective date of the suspension, at least 3 business days before the effective date.

No data shall be delivered with respect to the period following the effective date of the suspension. In this case the Toll Declaration Operator shall notify the affected Road Users at least 2 business days before the effective date of the suspension to ensure that they can find other means of declaring Toll, including, but not limited to purchasing Route Tickets. Notices to Road Users shall be delivered in e-mail, SMS and over the phone.

In case if at its sole discretion the Bound Toll Service Provider decides to restart the previously suspended data reception before the lapse of the suspension time stipulated in the agreement, the Toll Declaration Operator shall notify Road Users at least 1 day before the effective date of restart by indicating the effective date to ensure that they can avoid multiple Toll payments, if any. Notices shall be delivered in e-mail, SMS or over the phone. As of the effective date the Toll Declaration Operator shall restart Data Reporting.

### **3.16 Suspending or excluding Onboard Equipment at the request of the Bound Toll Service Provider (ET blacklist)**

When pursuant to the decision of the Bound Toll Service Operator an onboard equipment is banned from the ET System (is put on the blacklist), it notifies the Toll Declaration Operator thereof through the route ticket data reporting interface in the refusal response to the data provision service for the route ticket purchase by the method of indicating ban as the reason for error. (Onboard Equipment banned).

Every data reporting regarding onboard equipment on the blacklist shall be refused, therefore no reimbursement is paid for such onboard equipment and such requests shall not be taken into consideration when service quality is assessed (SLA).

The Toll Declaration Operator shall terminate data reporting within 24 hours after the first route ticket request is refused by the ET System with reference to the Onboard Equipment being on the blacklist as the reason for refusal.

### **3.17 Unknown error in the system of the Bound Toll Service Provider**

If the ET system does not respond to a certain request within 30 seconds, or gives a response that cannot be interpreted on the basis of the interface specification, the request shall be attempted to be resent three times, after 30 seconds waiting in each case.

If the third attempt still results in the above error, the technical support team of the Bound Toll Service Provider shall be notified as soon as possible in an email sent to the servicedesk@nemzetiutdij.hu and shall be provided the technical information necessary to detect the error. In this case, until the error is rectified, data reporting ran for the unknown error must also be delayed and must be retried every 10 minutes.

### **3.18 Suspension of Onboard Equipment upon initiative of the Toll Declaration Operator**

Deleted.

### **3.19 Termination of the legal relationship regarding Data Reporting concerning Onboard Equipment upon the initiative of the Toll Declaration Operator**

Deleted.

#### **4. Description of service levels (SLA)**

The Toll Declaration Operator shall ensure the availability of all technical conditions necessary for meeting the SLA-s described below even with the presence of foreseeable risks falling outside the responsibility of the Toll Declaration Operator. In view of this, the Toll Declaration Operator shall not be exempted from liability in accordance with the SLA due to technical events that otherwise occur during normal operation, such as failure of the electricity supply or telecommunication connectivity (including mobile phone access of the Road User passing the geographical borders of Hungary, i.e. data roaming capability), disturbances (failures) of the central system of the Toll Declaration Operator due to hardware or software defects.

The Parties determine, that the expected levels of the SLA-s have already been determined with account being taken of those events not being attributable to the Toll Declaration Operator, consequently, the Parties when determining the levels of the SLA-s took account of the normal (projected, foreseeable) effects of the following events: failure of the mobile subscriber access point identifying the Road User, i.e. failure of the SIM card, defects of the On-Board Units up to a normal extent (including the expected number of outages of its main electrical supply), normal absence of the mobile phone coverage, absence of the GPS coverage. In view thereof, in the event of non-compliance with the SLA, the Toll Declaration Operator shall only refer to grounds for exemption of this kind, if it proves that a significantly varied event occurred compared to the normal (foreseeable number of) event (particularly if the GPS or mobile telephone service is suspended).

Over the course of the SLA measurements, NTPS or its authorized third party may utilize all data available to NTPS, independent of whether such had been collected to measure the SLA or for another reason.

From the perspective of the SLAs, it is to be considered a Skipping Report Data Report when an opposite result cannot be derived from the interpretation of the SLA.

##### **4.1 SLA1 – Duration between the actual road usage and the data reporting exceeds 15 minutes**

###### **Description of service level**

It has a special importance within the relationship between the ET System and the Toll Declaration Operator, that the data reporting shall take place within the shortest possible time after the road usage.

It is an important criterion of the quality of the service, how fast the Toll Declaration Operator reports data on road usage following the actual time of the road usage. The service level pertains to the time of the data reporting relative to the actual road usage.

###### **Measurement method**

Required for the calculation of SLA1:

- Event Time Stamp (concept defined under Clause 1.3.1. of Annex 1 of the GTC) data are to be sent by the Toll Declaration Operator as part of the data reporting, and
- Insert Time Stamp (concept defined under Clause 1.3.1. of Annex 1 of the GTC) is created in the ET System and at the time of receiving data reporting.

The period between these events is subject to the measurement pertaining to all data reports performed by the Toll Declaration Operator within a given period.

###### **Calculation method**

The period (in seconds) between the actual road usage and the arrival of the data reporting into the ET System shall be determined at each declaration. These figures shall be calculated as follows:

$$T = (\text{Insert\_Time\_Stamp}) - (\text{Event\_Time\_Stamp})$$

In the event the calculated figure (T) is negative to a degree of more than 30 seconds, the content of the data reporting shall be deemed incorrect, and therefore shall fall under the rules of service level SLA5- Adequacy of content of Data reporting.

In the event the calculated figure (T) is positive the following calculation shall be made:

$$X = \frac{\sum \text{Adatszolgáltatás db [T} \leq 900 \text{ mp]}}{\sum \text{Adatszolgáltatás db}} * 100$$

Adatszolgáltatás db [T ≤ 900 mp]	Data reporting pieces [T < 900 sec]
----------------------------------	-------------------------------------

Value of **X**: percentage of those data reportings compared to all data reportings, where the time between actual road usage and the arrival into the ET System is less than or equal to 15 minutes.

*Note: Data reportings that fail to arrive within the expected time, due to failure of the ET System, shall be ignored during evaluation of the SLA level.*

### Value of the service level

It is an expectation related to the service level, that at least 94% of the data reportings shall arrive within 15 minutes after the actual road usage. The following formula shall apply, taking into account the variable defined above:

$$X \geq 94\%$$

### Measurement Period

The measurement period is one calendar month. All data reportings belong to that measurement period, where the Insert\_Time\_Stamp falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month, irrespective of the actual date of the data reporting.

Only those periods shall form the basis of the measurement, where the objection right of the Toll Declaration Operator in respect of ITS is limited to 15 minutes or less, in accordance with the valid GTC.

### Sanctions in accordance with the SLA1

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than 94% of all data reportings within 15 minutes, in the specific measurement period.

In this event every opened 0,1 percent of the negative deviation would trigger 10 faults (see provisions of the GTC pertaining to defective performance penalty).

## 4.2 SLA2 – Duration between the actual road usage and the data reporting exceeds 5 days

### Description of service level

It has a special importance within the relationship between the ET System and the Toll Declaration Operator, that the data reporting shall take place within the shortest possible time after the road usage.

It is an important criterion of the quality of the service, how fast the Toll Declaration Operator reports data on road usage following the actual time of the road usage. The service level pertains to the time of the data reporting relative to the actual road usage.

### Measurement method

Required for the calculation of SLA2:

- Event Time Stamp (concept defined under Clause 1.3.1. of Annex 1 of the GTC) data are to be sent by the Toll Declaration Operator as part of the data reporting, and

- Insert Time Stamp (concept defined under Clause 1.3.1. of Annex 1 of the GTC) is created in the ET System and at the time of receiving data reporting.

The period between these events is subject to the measurement pertaining to all data reports performed by the Toll Declaration Operator within a given period.

**Calculation method**

The period (in seconds) between the actual road usage and the arrival of the data reporting into the ET System shall be determined at each declaration. These figures shall be calculated as follows:

$$T = (\text{Insert\_Time\_Stamp}) - (\text{Event\_Time\_Stamp})$$

In the event the calculated figure (T) is negative to a degree of more than 30 seconds, the content of the data reporting shall be deemed incorrect, and therefore shall fall under the rules of service level SLA5- Adequacy of content of Data reporting.

In the event the calculated figure (T) is positive the following calculation shall be made:

$$Y = \frac{\sum \text{Adatszolgáltatás db [T} \leq 432\,000 \text{ mp]}}{\sum \text{Adatszolgáltatás db}} * 100$$

$$Y_n = \frac{\sum \text{Adatszolgáltatás (naptári negyedév) db [T} \leq 432\,000 \text{ mp]}}{\sum \text{Adatszolgáltatás db}} * 100$$

Adatszolgáltatás db	Data reporting pieces
naptári negyedév	calendar quarter

Value of Y: percentage of those data reportings related to all data reportings, where the time between actual road usage and the arrival into the ET System is less than or equal to 5 days in the given calendar month.

Value of Y<sub>n</sub>: Y calculated for a calendar quarter.

Every Toll Declaration Operator has the right to remove certain numbers of Onboard Units, from the SLA2 measurement, for a specified time horizon, based on the numbers of Onboard Units operated by it. This shall mean that the data reportings sent by the given Onboard Unit(s) would not be considered during the SLA2 measurement. The Toll Declaration Operator shall only avail itself of this opportunity if it infringes the present SLA2 requirements in the given measurement period. The basis of the calculation would be the number of the Onboard Units of the given Toll Declaration Operator, registered on the 15th day of the reference month and being in use by its customers for the purpose of toll payment. The following table shows the numbers of Onboard Units that the Toll Declaration Operator may remove from the SLA2 measurement within the specified time horizon:

Onboard Unit (pcs)	Number of On Board Units to exclude (pcs)	Time horizon
1-500	3	calendar year
501-1000	6	calendar year
1001-2000	12	calendar year
2001-	6 after every commenced 2000 On Board Units (minimum 12)	calendar half-year

The removable number of the Onboard Units shall be established every calendar month, and this will be decreased by the number of the Onboard Units previously removed within the given time horizon. The result shows the number of the Onboard Units that might be removed by the Toll Declaration Operator in the given month. If 0 or a negative figure is calculated, then the Toll Declaration Operator shall not be entitled to remove any Onboard Unit in the given month.

*Note: Data reportings that fail to arrive within the expected time, due to failure of the ET System, shall be ignored during evaluation of the SLA level.*

#### **Value of the service level**

It is an expectation related to the service level, that at least 99,94% of the data reportings shall arrive on a monthly basis, and 99,96% of the data reportings shall arrive on a calendar quarterly basis, within 5 days after the actual road usage. The following formula shall apply, taking into account the variable defined above:

$$Y \geq 99,94\%$$

$$Y_n \geq 99,96\%$$

#### **Measurement Period**

The fulfillment of the SLA2 shall be evaluated in respect of Y for a calendar year, and for  $Y_n$  for a calendar quarter, as follows. All data reportings shall be included in the measurement period, where the Insert\_Time\_Stamp falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month, and within the calendar quarter period falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month in the calendar quarter, irrespective of the actual date of the data reporting.

#### **Minimum Service Level**

It shall qualify as an infringement of SLA if the Toll Declaration Operator performs

- less than 99,94% of all data reportings within 5 days on a monthly basis
- less than 99,96% of all data reportings within 5 days within a calendar quarter

In these cases NTPS is entitled to terminate the Individual Contracts effective immediately.

### **4.3 SLA3 – Availability of the Processing System**

#### **Description of service level**

SLA3 pertains to the downtime of the central system of the Toll Declaration Operator, causing data loss, irrespective of the reason of the failure, i.e. events like electricity power outage, server malfunctions, software defects, water damage, etc. shall not be disregarded during the calculation. The SLA3 determines multiple stages of the required service level of the system for the given month and calendar quarter, and it includes the maximum downtime of the system.

#### **Measurement method**

The obligation of the Toll Declaration Operator pursuant to the GTC is to report stoppages that had resulted in data loss towards the Bound Toll Service Provider. The basis of the measurement shall be the dates in the reports made on the failure causing data loss or identified on the basis of other available data, or the reported dates of the Toll Declaration Operator, identified on the basis of the reports or other available data (namely the beginning and end of the breakdown causing data loss). The SLA3 unit of time unit shall be the minute.

#### **Calculation method**



The period of each breakdown shall be calculated in minutes on the basis of the reports of the Toll Declaration Operator (pertaining to the commencement and the end of the breakdown causing data loss) ( $T_1, T_2, \dots, T_n$ ).

$$X = \frac{T_{\text{mérési időszak}} - (\sum T_1 + T_2 + \dots + T_n)}{T_{\text{mérési időszak}}} * 100$$

mérési időszak	measurement period
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Value X: percentage of adequate level of availability relating to the total measurement period

### Value of the service level

It is a requirement regarding the service level, that the monthly operation time of the Toll Declaration Operator, without data loss, shall reach 99,5% in each month, and shall reach at least 99,72% for four months during a calendar half-year.

### Measurement Period

The performance of the SLA3 shall be examined for calendar month and for calendar half year.

### Minimum Service Level

It shall be deemed as an SLA infringement if the availability of the processing system of the Toll Declaration Operator falls below 99,72% in more than two examination periods within one calendar half year and does not reach the 99,5% limit; in that case, upon the third drop below the permitted value, NTPS is entitled to terminate the agreement. In the event the availability of the processing systems falls below 99,5%, NTPS may terminate the Individual Agreement effective immediately.

## 4.4 SLA4 – Handling of Skipping report request

### Description of service level

From the operational perspective of the ET system, it is of exceptional importance that the sampling frequency of

- Toll Declaration Operators be of such extent that Skipping Reports be made only in the rarest of cases, those
- Customers who misuse the Onboard Units, do not ensure the continuous operation thereof in accordance with the rules applicable to them, shall, to the extent possible, cease to be part of the toll declaration system going through a Toll Declaration Operator.

The service level means the proportion of the difference between the skipping reports correctly sent over the interface and the, subsequently determined, conceptual skipping reports giving rise to reporting obligation.

### Calculation Method

The service level shall be calculated by determining the correctly sent and those skipping reports where reporting obligation arises.

All skipping reports sent by the Toll Declaration Operator, which do not contain any errors and are justified by the GTC, shall qualify as correctly sent skipping report.

It is considered an erroneous skipping report if pursuant to the GTC it would be justified to send the Skipping Report but it is not sent or the sent Skipping Report contains a substantive or format related error.

It is unjustified if pursuant to the GTC a skipping report should not have to be sent, for instance, if Data Reporting should have been performed through Session Matching.

All cases where the Toll Declaration Operator is supposed to send a skipping report pursuant to the GTC is considered a theoretical skipping report, including erroneously sent skipping reports, but not including unjustified skipping reports.

The calculation shall be made using the following formula:

$$(\text{Correctly sent skipping report}) = (\text{total number of sent skipping report}) - (\text{Incorrect skipping report}) - 2X (\text{Unjustified skipping report})$$

$$X = \frac{\sum \text{Helyesen beküldött ugrási jelentés db}}{\text{Elvi ugrási jelentés db}} * 100$$

Helyesen beküldött ugrási jelentés db	Correctly sent skipping report
Elvi ugrási jelentés db	Conceptual skipping report

### Value of the service level

The expected value of the service level is 90%, which means that the correctly sent skipping report by the Toll Declaration Operator must cover at least 90% of the number of theoretical skipping reports within a single temporal unit of measurement.

$$X \geq 90\%$$

### Measurement period

The measurement period is one calendar month. All skipping reports shall fall within the projection base, where the reception date of the skipping report sent by the Toll Declaration Operator into the ET System falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month.

### Minimum Service Level and faults

It shall qualify as an infringement of SLA, if the total number of correct skipping reports sent by the Toll Declaration Operator within a measurement period does not reach 90% of the number of the conceptual cases. In this case the every 1 percentage point deviation gives rise to 30 faults.

If the total number of the skipping reports correctly sent by the Toll Declaration Operator within a measurement period does not reach 70% of the total number of the conceptual cases then, following the examination period, the NTPS shall be entitled to terminate the Individual Agreement with immediate effect.

If, within one measurement period, the number of the conceptual skipplings is less than 20, no sanctions shall be applied.

## 4.5 SLA5 Adequacy of content of the data Reporting

### Description of the service level

SLA5 is for examining the adequacy of the content of the Data Reportings sent by the Toll Declaration Operator.

### Calculation Method

The service level shall be calculated by determining the correctly sent data reportings and the conceptual data reportings generated on the basis of the actual road usage.

All data reportings sent by the Toll Declaration Operator, which are justified by the GTC and do not contain any error (particularly either any incomplete data reporting, or any erroneous surplus, i.e. any data reporting not covered by actual road usage) shall qualify as correctly sent data reporting.

Conceptual data reporting shall mean all cases, where the actual road usage gives rise to data reporting obligation in accordance with the GTC.

The calculation shall be made using the following formula:

$$X = \frac{(\text{Correctly sent data reporting}) - (\text{Incorrect data reporting}) - 2X (\text{Unjustified data reporting})}{\Sigma \text{ Conceptual data Reporting pc}} * 100$$

Value X: percentage of correctly sent data reporting relating to the total number of conceptual data reportings.

**Value of the service level**

The value of the required level of the service is 99.98% which means that the data reportings correctly sent by the Toll Declaration Operator shall cover at least 99.8% of the number of the conceptual data reportings within a measurement period

$$X \geq 99.8\%$$

**Measurement period.**

The measurement period is one calendar month. All data reportings shall fall within the projection base, where the Event\_Time\_Stamp indicated by the Toll Declaration Operator falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month.

**Minimum Service Level and faults**

It shall qualify as an infringement of SLA, if the total number of correct data reportings sent by the Toll Declaration Operator within a measurement period does not reach 99.98% of the number of the conceptual cases. In this case the every commenced 0.01 percentage point deviation gives rise to 40 faults.

If the total number of the data reporting correctly sent by the Toll Declaration Operator within a measurement period, does not reach 99.5% of the total number of the conceptual cases then, following the examination period, the NTPS shall be entitled to terminate the Individual Agreement with immediate effect.

**4.6 SLA6 Response time of the Processing System**

**Description of the service level**

The service level pertains to the response time of the feedback – given through the Interface as well- to the request coming into the Processing System of the Toll Declaration Operator.

**Calculation Method**

The response time (T) is calculated as follows, if during the registration of the Onboard Equipment or its modification, a request is sent towards the Processing System of the Toll Declaration Operator:

$$T = (\text{Time of response}) - (\text{Time when the request was generated})$$

Note: if a request is rejected due to overrunning of time limit, the time of response shall be left blank, which shall be deemed to be 0. In this case the Response time (T) would have a negative value.

$$Y = \frac{\Sigma \text{ Request pc [where } 0 \leq T \leq 5 \text{ s]}}{\Sigma \text{ Request pc}} * 100$$

$$Z = \frac{\Sigma \text{ Request pc [ where } 20 \text{ s} < T \leq 5 \text{ s]}}{\Sigma \text{ Request pc}} * 100$$

Value Y: it shows the percentage of requests with response time less than 5 seconds, generated within a given measurement period, relative to the total number of requests generated within the given period.

Value Z: it shows the percentage of requests with response time more than 20 seconds or with negative response time, i.e. the requests remaining unanswered due to timeout, generated within a given measurement period, relative to the total number of requests generated within the given period.

If, within one measurement period, the total number of requests is less than 20, the following calculation shall be made.

$$V = \sum \text{Request pc [where } 5 \text{ s} < T \leq 20 \text{ s]}$$

$$W = \sum \text{Request pc [where } T < 0 \text{ s}] + \sum \text{Request pc [where } T > 20 \text{ s]}$$

### **Value of the service level**

It is a requirement regarding the service level, that at least in case of 99.5% of the requests sent within the measurement period shall be received a formally correct answer within 5 seconds, from the Processing System of the Toll Declaration Operator.

$$Y \geq 99.5\%$$

Other requirement regarding the service level is that none of the requests sent within the measurement period can be rejected due to timeout.

$$Z=0.00\%$$

### **Minimum Service Level and faults**

It shall qualify as an infringement of SLA if the Toll Declaration Operator sends less than 99.5% of the total number of the formally correct responses sent in response to the requests received by the Processing System of the Toll Declaration Operator from all ET systems in the given measurement period, within 5 seconds ( $Y < 99,5\%$ ), and it sends respond after 20 s or does not respond at all ( $Z > 0\%$ ).

In these cases the following sanctions shall apply:

- If  $Y < 99,5\%$  1 fault after each commenced 0,1 percentage point of deviation
- If  $Z > 0\%$  10 fault after each commenced 0,1 percentage point of deviation

If in one measurement period the total number of the requests is less than 20, then the following sanctions shall be applied:

- Responses over 5 s but within 20 s triggers 1 fault ( $V * 1 \text{ fault}$ )
- A timed out responses, or responses over 20 s triggers 10 faults( $W * 10 \text{ faults}$ )

## **4.7 SLA7 –Call center– average waiting time**

### **Description of service level**

It is a further important task of the Toll Declaration Operator to ensure contact channels for its customers, where the customers may report their complaints and raise their questions. One of these channels is the call center. In the event of a call center the waiting time needed for connecting to the operator is a factor greatly influencing satisfaction of the customers. This waiting time is the time between the selection from the menu and the live connection of the Operator. The aim is to keep this waiting time to the minimum.

### Measurement method

The measurement is carried out by examining the calls registered by the systems operated by the Toll Declaration Operator explicitly for ensuring the operation and support of the call center and of the data logged in relation to the calls.

### Calculation method

The calculation shall be based on those calls of the measurement period, where the customer selected a menu point from the IVR system, which forwarded his call to the operator. In the event of these calls, the precise time (in seconds) of the selection from the menu, resulting in being forwarded to the operator shall be established (this might concern more menu points or submenu) as well as the connection of the administrator (in seconds).

IMPORTANT, that if the call center solution chosen by the Toll Declaration Operator makes it possible to reach the operator not only through the IVR system but also through direct call, the time of the call shall be taken into account instead of the time of the selection of the menu. This applies to all calls where the call results in directly calling the operator (for e.g. temporary failure of the IVR system etc.).

The period between the two times shall be added up and then divided with the number of calls concerned (calculation of average waiting time).

$$x = \frac{\sum_{l=0} \text{Calls pc [where the operator is involved]} (\text{time of connection of the operator}) - (\text{time of selection from the menu})}{\text{Calls pc [where operator is involved]}}$$

Value of X: average waiting time necessary for connecting to the operator, expressed in seconds.

### Value of the service level

It is expected, that in the abovementioned events, requiring the connection of the operator, the average waiting time necessary for the operator to connect shall not exceed 180 seconds. Expressed by the following formula:

$$x < 180$$

### Measurement period

Fulfillment of SLA7 shall be examined for a calendar month. Every call shall be included in the measurement period, where the time of the selection from the menu by the customer resulting in directing the call to the operator falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month, irrespective of the time of the end of the call.

### Faults for infringement of SLA7

It shall qualify as an infringement of the SLA, if the average waiting time needed for connecting to the operators exceeds 180 seconds, i.e.  $x > 180$ .

In this case every 1 second of deviation shall trigger 3 faults.

## 4.8 SLA8 – Call center – lost calls

### Description of service level

One of the most important service characteristic of the call center is the ratio between those conversations which did not take place, those conversations that failed and those conversations that went through. Failed conversation means those calls, that go through the Interactive Voice Information System (IVR) and the switch to the administrator does not take place or the waiting is drawn-out so long that the call can not reach the administrator due to disconnecting by the inquiring person.

The determination of the service level is based on the basic assumption that the operator of the system continuously operates sufficient numbers of channels so that every user call, irrespective of

the number of the concurrent calls, may arrive continuously into the IVR system of the call center. Those calls that do not arrive into the IVR system due to insufficient number of channels compared to the demand shall also be deemed as lost calls. It is also a basic assumption that the operator runs an Electronic Service Database, which logs the calls concerned and forwards data to the service report with adequate frequency.

### **Measurement method**

The measurement shall take into account those calls that were not processed by the administrator since the call was frustrated after 30 seconds from connecting to the administrator and all those calls that the system rejects since they do not reach IVR due to undersizing. The measurement takes place based on the logs of the system at the end of the measurement period, through the evaluation of the Electronic System Database.

### **Calculation method**

Calculation shall be made based on the following mathematical correlation:

$$\text{Proportion} = \frac{\Sigma \text{ number of not processed calls} - \text{ number of disconnected calls after 30s}}{\Sigma \text{ number of completed calls}} * 100$$

where:

- completed call is the call that runs through the menu points of the IVR and is connected to the administrator
- not processed call is the call rejected by the system of the Toll Declaration Operator due to insufficient capacity or which gets through the menu point of the IVS but 30 seconds passes without connection with the administrator
- calls disconnected within 30 seconds are calls that are disconnected by the customer within 30 seconds, presumably due to impatience.

### **Value of the service level**

Required service level: 5%, which means that this is the permitted percentage of the number of calls to be lost from the total number of calls connected to the administrator (excluding the calls that are disconnected within 30 seconds).

### **Measurement period**

The performance of the SLA shall be examined for calendar month. All calls that fall between the beginning of the day of the first day of the calendar month and end of the last day of the calendar month shall belong to the measurement period.

### **Faults for infringement regarding SLA8**

It shall be deemed to be an infringement of SLA if the proportion determined by the calculation method exceeds 5% in the given measurement period. In this case every lost call above 5% shall give rise to 10 faults.

## **4.9 SLA9 – Call Center– Mass customer notification**

### **Description of service level**

If the Toll Declaration Operator needs to notify the total customer base, this shall be carried out within 4 hours maximum, either automatically or by way of personal contribution. The GTC determines the details of the events generating notification of the total customer base.

### **Measurement Method**

The measurement is based on the log entries of the customer notification, requested from the Toll Declaration Operator, as registered in the Call Center for the given measurement period. Since the

notification shall be carried out by the Toll Declaration Operator in email, in SMS and on the phone as well, the latest date of the above shall be taken into account for the calculation of the SLA9.

### **Calculation Method**

For calculating the performed service level the difference between the times of all Customer Notifications related to customer-notification event giving rise to complete data reporting shall be determined.

If the reason for customer-notification is the breakdown causing data delay, detailed under chapter 3.3.1 of the GTC, then the customer notification shall be commenced within 19 hours (1140 minutes) of the detection of breakdown (Time of Reporting the Breakdown). In this case the duration ( $T_{Notification}$ ) of the given customer notification shall be calculated as follows:

$$T_{Notification} = (\text{Time of Customer Notification}) - (\text{Time of Reporting Breakdown} + 1140 \text{ minutes})$$

If the reason for customer notification is a material breakdown detailed under chapter 3.3.2. of the GTC, then the customer notification shall be commenced upon the detection of the breakdown (Time of Reporting Breakdown).

$$T_{Notification} = (\text{Time of Customer Notification}) - (\text{Time of Reporting Breakdown})$$

### **Value of service level**

It is an expectation related to the service level, that the Toll Declaration Operator shall notify the customers of the breakdown of its Processing System within 240 minutes (4 hours) maximum regarding the total number of customers using data reporting of the Toll Declaration Operator:

$$T_{Notification} \leq 240 \text{ minutes}$$

Since every notification shall be performed within 240 minutes, the highest of the  $T_{Notification}$  values shall be checked during the evaluation of the fulfillment of SLA9, ::

$$X = \text{Max}(T_{Notification})$$

If  $X \leq 240$  minutes, the SLA9 shall be deemed to be performed in the specific measurement period.

### **Measurement Period**

Performance of SLA9 shall be evaluated for the calendar month. Every breakdown, occurring in the calendar month and entailing the notification of the total customer base shall be taken into account.

### **Faults in the event of infringement of SLA9**

Infringement of SLA occurs if  $X > 240$  min  $X > 240$  min. In this case each commenced 10 minutes above 240 minutes triggers 100 faults.

## **5. Continuous Requirements during the operation**

### **a) Quality assurance certificate**

Description of the requirement: The Operator should have an MSZ EN ISO 9001 or equivalent quality assurance certificate.

Certificate of compliance: presenting the declaration and supporting documents, and sending a copy thereof to the Auditor. In case of Individual Agreements concluded before 31 December 2013 this condition precedent shall be met within 3 months from the date of the Individual Agreement, but in any case before 31 December 2013.

### **b) Certificate of expertise**

ba) Description of the requirement: (i) GIS engineer: one person employed in full time or in some other employment like relationship, with relevant qualifications and at least 5 years relevant experience; (ii) IT and technical manager: one person employed in full time or in some other employment like relationship with a higher education degree.

Certificate of compliance: presenting and delivering supporting documents (professional CV) to the Auditor.

bb) Description of the requirement: arrange for call centre complying at least the following specifications:

- (i) all customers are notified within 4 hours (automatically or with personal cooperation);
- (ii) maximum 180 seconds waiting time, which means the period between the selection from the IVR and the connecting of the operator. It is calculated by dividing the total waiting time with the total number of calls;
- (iii) customer service representatives speaking at least English, German and Hungarian;
- (iv) 24 hour availability in all the languages listed under point (iii) above
- (v) voice recordings kept for 2 months;
- (vi) 95% of calls successful, which is the proportion of the calls not going through to the operator in the call service related to the total number of the calls and in terms of which lost call is the call where the call is disconnected following the IVR selection, during the waiting for the operator, and where the calculation of the percentage of the completed calls is as follows: 100% minus percentage of lost calls ;
- (vii) retrievable reports and related non-financial qualitative data (this obligation of the Toll Declaration Operator does not arise during the licensing procedure defined under Annex 2 );
  1. For the purposes of statistics relating to specific time intervals the breakdown of the data within the given time interval could be selected (full period/year/month/day/hour/minutes)
  2. Number of calls handled by the administrator: the total number of calls regarding any time interval (year/month/day/hour/minutes from-to) and any administrator to be selected freely could be required (showing separately the incoming and outgoing calls)
  3. Average duration of the calls handled by the administrator: the average duration of calls regarding any time interval (year/month/day/hour/minutes from-to) and any administrator, to be selected freely, could be required (showing separately the incoming and outgoing calls)
  4. The time spent by the administrator in different operator statuses: the cumulative time spent in different operator statuses by the administrator could be required regarding any time interval (year/month/day/hour/minutes from-to) and any administrator to be selected freely (showing separately the incoming and outgoing calls)
  5. Total number of incoming calls in optional time interval (year/month/day/hour/minutes breakdown from-to): the total number of calls received by the Call Center within the selected time interval.
  6. Calls asking for an administrator for an optional time interval (year/month/day/hour/minutes breakdown from-to): number of those calls, falling within the time interval, where the calling party asked for the administrator in the IVR.
  7. The calls received by the administrator within optional time interval: (year/month/day/hour/minutes breakdown from-to): number of those calls, falling within the time interval, where the calling party asked for the administrator who actually received/handled the call.



8. Answered calls within optional time interval (%) (year/month/day/hour/minutes breakdown from-to): Calls received by the administrator, relating to the number of calls, where the calling party asked for an administrator
9. Number of those calls, which were disconnected by the system, while waiting, due to reaching the maximum waiting time.
10. Waiting time spent in the system with optional time interval (year/month/day/hour/minutes breakdown from-to): Average waiting time for the administrator within the given interval.
11. Call-type statistics with optional time interval (year/month/day/hour/minutes breakdown from-to): Preparing statement based on predefined call-type list for the given time interval, on the calls logged and handled by the administrator.
12. Service level: for an optional time interval (year/month/day/hour/minutes breakdown) what percentage of the calls were received by the administrator within a predefined time period expressed in seconds.

Certificate of compliance: delivering supporting documents (in case of service use: agreement; in case of provisions from its own resources: Call Centre reports; no report need at the time of accession audit).

bc) Description of the requirement: customer correspondence complying with the following specifications:

- (i) minimum 1 person/5000 Vehicles;
- (ii) response time: maximum 5 business days;
- (iii) retention: at least for the applicable retention period stipulated in Clauses 18.2 and 18.3 of the GTC.

Certificate of compliance: delivering supporting documents (in case of service use: agreement; in case of provisions from its own resources: Call Centre reports; no report need at the time of accession audit).

**c) Interface**

Description of the requirement: marking out the tolled road sections.

Certificate of compliance: 100% correct interface results returned after artificial data was delivered.

**d) Verification if section, session and skip matching algorithms are correct**

Description of requirement: application of algorithms stipulated in Schedule 1.

Certificate of compliance: returned session matching with 100% accuracy after the delivery of artificial data.

**e) Settlement of accounts**

Description of the requirement: delivering reports required for verifying the extent of reimbursement and the utilisation proportion.

Certificate of compliance: Delivering supporting documents.

## **Schedule 2**

### **Preconditions of receiving Data Reporting**

#### **1. Terms and conditions for defining the Commencement Date**

- 1.1. The Operator is granted licence to connect to the electronic toll collection system of NTPS and therefore it may act as the toll declaration operator of the Customer if:
- a) the Operator and NTPS entered into the Individual Agreement;
  - b) after the execution of the Individual Agreement the Operator delivers a statement to NTPS that the technical terms and conditions of accession have been complied with;
  - c) NTPS has conducted the licensing procedure under Clause 2 of Schedule 1 and a valid connection licence was issued to the Operator.
- 1.2. Once the conditions precedent above are met, in the connection licence NTPS shall define the specific identification code of the Operator and the Commencement Date from which Commencement Date the Operator shall comply with the obligations stipulated in Clauses 6-9 of the GTC.

#### **2. Connection licensing procedure**

##### **2.1. Connection process**

The connection licensing procedure shall be as follows:

- a) The potential toll declaration operator shall inform NTPS of its intention to enter into an agreement, and NTPS shall inform the potential toll declaration operator of the detailed terms and conditions of connection, including in particular the test processes conducted during connection. As a condition precedent to the commencement of the connection licensing procedure the Operator and NTPS shall enter into an Individual Agreement.
- b) The Operator notifies NTPS once it manages to comply with the connection terms and conditions under Clause 2.2 herein (“Conditions of accession”) subject to the provisions of the information letter delivered to it. The Operator shall enter into the liability insurance policy under Clause 7.2 of the GTC (Clause 7.2 The Operator undertakes to maintain a liability insurance from the Commencement Date during the term of the Individual Agreement that complies with the following requirements) before the connection licence is issued by NTPS and send it to NTPS immediately after the conclusion of the policy.
- c) Upon the request of NTPS the Auditor shall inspect compliance with the connection terms and conditions. If during the inspection the Auditor finds that the Operator failed to deliver or provide the Auditor some data, technical condition or other information required for conducting the inspection, the Auditor shall request the Operator to deliver or provide such missing data technical condition or other information within the adequate grace period on the conditions that if the Operator fails to supply, the Auditor adopts its decision based on the information available.
- d) As a reimbursement of the costs of verifications to be conducted as part of the connection licensing procedure the Operator shall pay NTPS a connection licensing fee. The connection licensing fee is payable in advance, and it means the same, fixed lump sum fee for each and every toll declaration operator. No connection licensing procedure shall be commenced until the lump sum fee of the connection licensing procedure is not paid by the Operator to the Auditor.

The lump sum fee depends on where the toll declaration operator’s registered seat is located, and it shall be

- (i) HUF 297,000 + VAT if the Operator’s registered seat is located in Hungary
- (ii) EUR 1 000 if the Operator’s registered seat is located outside Hungary

Furthermore, NTPS has the right to charge an extra fee in addition to the lump sum fee of the connection licensing procedure, which shall increase in proportion to the distance from Budapest of the Operator's place of business subject to audit\* as follows:

- (i) place of business subject to audit located in Budapest: lump sum fee of the audit + a non-recurring sum of HUF 6 000 + VAT as a flat rate cost reimbursement
- (ii) place of business subject to audit located in the territory of Hungary outside Budapest: lump sum fee of the audit + HUF 6 000 + VAT per each 100 km started as a flat rate cost reimbursement
- (iii) place of business subject to audit located outside the territory of Hungary:
  - in a Member State of the EU: lump sum fee of the audit + EUR 1 100 as cost reimbursement
  - in a country outside the EU: lump sum fee of the audit + EUR 1 400 as cost reimbursement

\* "place of business subject to audit": the place of central business administration where the toll declaration operator carries out permanent business activity aimed at earning income and where the instruments and documents required for the provision of service are available and can be handed over by the Operator to the competent colleagues of NTPS as becoming necessary.

e) The statement drawn up as a result of the inspection shall be incorporated by the Auditor in a report that will also be delivered by NTPS to the Operator.

f) If according to the statement of the Auditor the Operator meets the connection conditions precedent, NTPS shall issue the connection licence within 3 business days following the statement of the Auditor having arrived to NTPS.

g) If according to the statement of the Auditor the Operator does not meet the connection conditions precedent, the report shall describe the reason for non-compliance as well. In case of non-compliance with connection conditions precedent NTPS shall refuse to issue the connection licence.

## **2.2. Connection conditions precedent**

As conditions precedent to connection the Auditor shall inspect if the Operator meets the following conditions:

a) it has the Processing System required for performing the task, in particular whether it is capable of collecting, processing data from OBUs with the reliability corresponding to the expected Service Level and to deliver Data Reporting under the Agreement on the Interface based on such data, in particular if it meets the terms and conditions for delivering Data Reporting subject to the technical specifications under Clause 5 of Schedule 1 ("Requirements to be continuously met during the operation");

b) it has the liability insurance stipulated in Clause 7.2 of the GTC;

c) it complies with the terms and conditions corresponding the technical specifications under Clause 5 of Schedule 1 ("Requirements to be continuously met during the operation") and required for the performance of the obligations stipulated in the Agreement and the law in relation to the Customer, in particular whether it has the appropriately tailored processes, IT equipment and human resources, the systems required for the performance of customer service and notification related obligations, and the right call centre capacity to ensure the above;

d) it complies with the terms and conditions stipulated in the Enforcement Decree of the Toll Road Act;

e) it complies with the other technical conditions stipulated in Clause 5 of Schedule 1 ("Requirements to be continuously met during the operation");

f) all test processes stipulated in Schedule 1 have been successfully completed.

The Auditor has the right to decide not to inspect the connection conditions precedent, rather requests the Operator's declaration to this effect. The Auditor is entitled to verify the content of such declaration or at its own discretion accept the Operator's declaration as compliance with the condition precedent on the condition that in the last case the Auditor has the right to verify compliance with the conditions precedent even subsequently.

The Operator shall meet the conditions precedent to the connection under this Schedule 2 under the whole term of the Individual Agreement. If it fails to do, NTPS shall have the right to terminate it with immediate effect pursuant to Clause 15.2 of the GTC ("Entry into force and termination of the Individual Agreement").

### **2.3. Technical specifications of the connection conditions precedent and the method of confirming compliance**

See Point 5 of Schedule 1 ("Requirements to be continuously met during the operation").

### **2.4. Cost of annual ordinary and extraordinary audits**

The lump sum fee of the annual ordinary and extraordinary audits shall be

- (i) HUF 150 000 + VAT if the Operator's registered seat is located in Hungary
- (ii) EUR 500 if the Operator's registered seat is located outside Hungary

In addition to the lump sum fee, further cost reimbursement shall be paid for the audits in proportion to the distance from Budapest of the Operator's place of business subject to audit\* as follows:

- (i) place of business subject to audit located in Budapest: lump sum fee of the audit + a non-recurring sum of HUF 6 000 + VAT as a flat rate cost reimbursement
- (ii) place of business subject to audit located in the territory of Hungary outside Budapest: lump sum fee of the audit + HUF 6 000 + VAT per each 100 km started as a flat rate cost reimbursement
- (iii) place of business subject to audit located outside the territory of Hungary:
  - in a Member State of the EU: lump sum fee of the audit + EUR 1 100 as cost reimbursement
  - in a country outside the EU: lump sum fee of the audit + EUR 1 400 as cost reimbursement

\* "place of business subject to audit": the place of central business administration where the toll declaration operator carries out permanent business activity aimed at earning income and where the instruments and documents required for the provision of service are available and can be handed over by the Operator to the competent colleagues of NTPS as becoming necessary.

## **Schedule 3**

### **Conditions to be provided by NTPS**

#### **1. Customer registration interface**

Please visit the NTPS Customer registration website for more information on its main functions and the scope of data recorded by NTPS.

Customers with a registration application confirmed by the Operator pursuant to Clause 3.1 of Schedule 1 of the GTC (“Login of contracted toll payer and registration of further vehicles to contracted toll payers) shall be deemed by the Parties as registered.

#### **2. Interface, map layer,**

Found on the media containing the GTC as well which delivered on the date of the Individual Agreement.

In case of amendment it shall be delivered officially to the contact persons.

## **Schedule 4**

### **Customer personal data stored at NTPS and disclosable to the Operator**

- a) name of the Operator;
- b) identification data of the registered OBU;
- c) Customer data required for the identification of the Customer and contact keeping;
- d) the following Vehicle data: registration number, markings, emission class, minimum number of axles, weight;
- e) data of receiving Data Reporting and the details of the Road Usage Right applied for and granted pursuant to the Data Reporting.

## Schedule 5

### Cases of payment and calculation method regarding damage qualifying as Lost Profit

No.	Description of the case damages are paid	Establishing the amount of damages
A.	<p>The Operator notified NTPS that</p> <p>a) certain Data Reporting can only be performed by its Processing System with delay, but no loss of data is expected regarding the data forwarded by the onboard units, and</p> <p>b) following the notice under paragraph a) the Operator is unable to perform a missing Data Reporting task within the time defined for remedying the defect in connection with Data Late under Clause 3.3.1 of Schedule 1 of the GTC (“Operation failure causing data delay”)</p> <p>(the time period exceeding the time defined for remedying the defect in connection with Data Late until the date Data Reporting is duly re-commenced: “<b>period affected by the lack of data</b>”).</p>	<p>A1. The amount of damages shall be primarily calculated by the Parties based on the Operator’s Data Reporting in the previous similar period for all onboard units and the toll paid based on it, as follows:</p> <p>A1.1. The Parties classify the reported period affected by the lack of data into the periods having the traffic features below (“<b>time interval affected by the lack of data</b>”):</p> <p>a) limited traffic of heavy goods vehicles applicable or not (“<b>restricted traffic for HGV</b>”);</p> <p>b) holiday or not;</p> <p>c) daytime (between 8 a.m. and 10 p.m.) or night time;</p> <p>d) summer time (1 July and 31 August) or other period.</p> <p>A1.2. NTPS will calculate for each time interval that has the features under Clause A1.1 and is identical with the time interval affected with the lack of data (hereinafter: “<b>base time interval</b>”)</p> <p>a) the total value of toll paid based on Data Reporting by the Operator (“base total toll projected on the relevant time interval”) in the last six month period prior to receiving the signal (or if the Agreement has been in effect for a period shorter than this, then in the period since the effective date of the Agreement, but in an at least 2 month period);</p> <p>b) the total length of each base time interval in question expressed in hours and rounded (“<b>total duration of the given base interval</b>”);</p> <p>c) the average Lost Profit per hour calculated for each base time interval (base total toll projected on the relevant time interval divided by the total duration of the relevant base time interval) (hereinafter: “<b>average base Lost Profit per hour</b>”).</p> <p>A1.3. NTPS shall multiply the duration of each time interval affected by the lack of data with the average base Lost Profit per hour for the base interval with the same feature. The amount payable shall be the damage qualifying as the thus calculated Lost Profit.</p> <p>A2. If the Agreement between NTPS has not been in effect for two months,</p>

		<p>the damage qualifying as the payable Lost Profit will not be calculated based on previous data provided by the Operator, rather the data of all toll declaration operator contracted by NTPS with Vehicle Fleet similar to that of the Operator. Similar Vehicle Fleet shall mean the fleet of other toll declaration operators differing from the Vehicle Fleet only by maximum 25% on the issue date of the Operator’s accession license.</p> <p>A3. If according to the notice the lack does not affect all the onboard units of the Operator, but only a certain number thereof, calculations under Clauses 1-2 shall be performed with respect to the proportion of all onboard units subject to the Agreement (between the Operator and NTPS) and the onboard units affected by the notice and subject to the Agreement (between the Operator and NTPS).</p> <p>A4. NTPS shall inform the Operator of the calculations under Clauses 1-2, and upon the Operator’s request it shall provide the Operator with more detailed data as may be necessary for verifying the calculations on the condition that in the case specified in Clause 2. subject to confidentiality of trade secret NTPS may only provide information regarding the total number of all relevant operators and the data of the relevant operators aggregated as per time interval.</p>
B.	<p>The Operator notifies NTPS that the Processing System does not operate from a given point in time (will be unavailable) in a way that the data forwarded by the onboard units during the unavailability cannot be recovered (the period from the time specified in the notice until the date Data Reporting is duly recommenced: “<b>period affected by the lack of data</b>”).</p>	<p>B1. See Case A above.</p>
C.	<p>With respect to a certain period the Operator failed to notify the NTPS of an event under Clauses A or B, however, it was discovered by the auditing agency while auditing Data Reporting (Clauses 9.3 or 9.4 of the GTC) that</p> <p>a) the arithmetic mean of the number of uses of Toll Road calculated with the help of the localisation and temporal data used as a basis for Data Reporting regarding the period affected by the audit (“ADÚSZ”) and the number of “<b>base Toll Roads</b>” (“BDÚSZ”) calculated as follows, is less than 75%</p>	<p>C1. The amount of the damages shall be calculated by the Parties pursuant to Clauses A1, A2 and A4 on the condition that</p> <p>a) the whole of the period affected by the audit is considered as a period affected by the lack of data, and</p> <p>b) it is calculated for all the Onboard Equipment of the Operator (i.e. Clause A3 is not applicable)</p> <p>C2. The damages shall equal the sum of the amount calculated pursuant to Clause C1 (i.e. A1.3.) and the total toll payable subject to the actual Data Reporting during the whole of the period affected by the audit.</p>

(ADÚSZ/BDÚSZ <75%), and

b) such difference is not caused by the following factors (i.e. decrease caused by the factors below have been taken into consideration by the Parties in calculating proportions proportionately with the change):

ba) decrease in the volume of the Vehicle Fleet of the audited period as compared to the base period;

bb) decrease in the number of Toll Roads in the audited period as compared to the base period;

bc) increase of the toll payable in the audited period as compared to the base period.

Base Toll Roads shall mean the Road Sections affected by the Data Reporting in the following periods:

c) Toll Roads affected by Data Reporting in the last six months prior to the period affected by the audit (or if the Agreement has been in effect for a shorter period, then in the at least two months from the effective date of the Agreement); or

d) if the Agreement has not been in effect for two months, instead of the Operator's data the Base Toll Road shall be defined based on the data of all the toll declaration operators defined in Clause A2, contracted by NTPS and having similar Vehicle Fleet to that of the Operator.



**Schedule 6  
HU-GO logo**



## Schedule 7

### Contact details of the NTPS customer service

**1. Contact details of the NTPS central customer service**

E-mail: [ugyf@nemzetiudij.hu](mailto:ugyf@nemzetiudij.hu)

ET call centre if the call is placed outside the territory of Hungary: +36-36-587-500

Internet website:

[www.nemzetiudij.hu](http://www.nemzetiudij.hu)

<http://toll-charge.hu>

<http://maut-tarife.hu>

[www.hu-go.hu](http://www.hu-go.hu)

**2. Contact details of the NTPS personal customer service**

See <http://nemzetiudij.hu/Elektronikus-dijszedes/Ugyfelszolgalat/>

## Schedule 8

### Sections concerned with special Section Matching provisions

The list of those toll road sections to which special rules of section matching shall apply (Clause 2.2. of Schedule 1 of GTC)

a.) Toll road sections falling under the special rules of section matching and section parts not falling under supervision according to Clause 2.2. a)

Section	Not supervised section parts_1				Not supervised section part_2				Comments
	beginning		end		beginning	end	end		
	WGSY1	WGSX1	WGSY2	WGSX2					
<b>a)</b>									
1u10k795m	47°28'4.91"N	18°52'30.20"E	47°28'11.99"N	18°52'15.73"E					Budaörs industrial park (Aldi warehouse)
1u129k928m	47°40'41.02"N	17°35'12.67"E	47°40'42.81"N	17°35'7.11"E					Crossroad No 84125 parking
1u12k63m	47°28'21.89"N	18°51'53.59"E	47°28'25.45"N	18°51'46.89"E					Budaörs industrial park (Michael Huber Hungária Kft.)
1u13k805m	47°28'31.20"N	18°50'35.19"E	47°28'58.92"N	18°50'10.74"E	47°29'25.64"N	18°49'19.66"E	47°29'28.21"N	18°48'56.80"E	Biatorbágy industrial park
1u60k383m	47°37'41.77"N	18°21'54.77"E	47°37'50.56"N	18°21'40.71"E					Vértesszőlős sand mine
21u49k121	48° 2'22.37"N	19°47'53.51"E	48° 2'45.09"N	19°47'13.83"E					Salgótarján industrial park
26u15k800m	48°14'46.75"N	20°39'34.65"E	48°14'53.88"N	20°39'20.41"E					Kazincbarcika industrial park
44u128k1007m	46°40'19.10"N	21°10'35.50"E	46°40'19.10"N	21°10'43.30"E	46°39'33.76"N	21°12'25.17"E	46°39'11,324"N	21°14'14,178"E	Gyula industrial park
48u3k629m	47°31'54.44"N	21°41'49.77"E	47°31'51.43"N	21°42'18.78"E					Site beside the section
51u14k919m	47°21'9.87"N	19° 7'24.81"E	47°20'54,505"N	19°7'14,304"E					Dunaharaszti industrial park
54u13k19m	46°46'57.04"N	19°37'3.50"E	46°46'53.98"N	19°37'1.05"E					Site of Ermis Bt
6u130k679m	46°26'21.44"N	18°46'28.15"E	46°26'8.63"N	18°46'12.12"E					Road Tolna Stutensee
6u19k677m	47°22'37.09"N	18°56'7.54"E	47°22'33.50"N	18°56'4.85"E					Érd Tesco

81u5k619m	47°13'51.96"N	18°22'26.86"E	47°13'56.04"N	18°22'22.43"E					parking
81u8k315m	47°14'53.83"N	18°21'7.13"E	47°14'57.08"N	18°21'1.83"E					site
82u0k0m	47° 6'3.51"N	17°55'56.87"E	47° 6'10.01"N	17°55'52.55"E					Veszprém supermarket
834u24k645m	47°15'58.79"N	17° 9'38.99"E	47°15'55.56"N	17° 9'34.37"E					Celldömölk plant
84u114k821	47°39'52.08"N	16°37'18.86"E	47°40'6.12"N	16°37'6.69"E					Sopron industrial park
8u0k0m	47° 8'59.16"N	18°25'31.11"E	47° 8'55.16"N	18°25'21.46"E	47° 8'51.32"N	18°24'56.07"E	47° 8'51.00"N	18°24'40.12"E	Székesfehérvár industrial park
10u30k100m	47°39'35.38"N	18°46'57.71"E	47°39'46.51"N	18°46'54.92"E					Site beside the toll road section
M35u35k1658m	47°33'28.77"N	21°33'0.42"E	47°33'7.55"N	21°33'6.53"E					Service road
470u19k405m	46°41'47.05"N	21° 6'3.20"E	46°41'38.84"N	21° 5'58.43"E					Site beside 470u19k405m
7u23k690	47°21'47.65"N	18°52'36.20"E	47°21'42.71"N	18°52'22.74"E					Puhitarnok site beside 7u23k690
6u111k560m	46°34'54.33"N	18°50'18.20"E	46°34'23.16"N	18°50'1.70"E					Service road beside 6u111k560
3u188k750m	48° 6'27.78"N	20°50'33.13"E	48° 6'30.06"N	20°50'37.65"E					Site beside 3u188k389m
46u58k626	46°50'40.18"N	20°58'17.66"E	46°50'16.36"N	20°59'18.02"E					Assumed sand road beside 46u58k626
m3u22k445m	47°36'2.39"N	19°16'41.66"E	47°36'9.85"N	19°17'7.14"E					Service road beside m3u22k445m
M2u36k227m	47°45'39.87"N	19°10'52.06"E	47°46'7.31"N	19°10'51.44"E					Service road beside M2u36k227m
4u268k762m	47°54'52.98"N	21°43'5.64"E	47°55'2,57"N	21°43'9,998"E					Site beside 4u268k762m
85u55k943m	47°35'14.69"N	16°52'7.11"E	47°35'19.05"N	16°51'40.41"E					Service road beside 85u55k943m
87u29k481m	47°15'15.81"N	16°37'13.23"E	47°15'14.10"N	16°37'6.77"E					Sites beside 87u29k984m and 87u29k481m
87u29k984m	47°15'14.88"N	16°36'54.72"E	47°15'23.65"N	16°36'50.81"E					Site beside 87u29k984m and 87u29k481m

4u232k883m	47°35'49.33"N	21°39'12.74"E	47°35'54.39"N	21°39'13.70"E					Site beside 4u228k385m
4u233k318m	47°35'54.39"N	21°39'13.70"E	47°36'0.67"N	21°39'15.50"E					Site beside 4u228k385m
55u10k874m	46°13'19.17"N	19°54'26.06"E	46°13'13.72"N	19°54'19.08"E					Site beside 55u10k874m
6u20k432m	47°22'8.31"N	18°55'50.63"E	47°21'41.65"N	18°54'38.11"E					Common section of 6u20k432m, M6u19k231m
M6u19k231m +	47°22'7.04"N	18°55'52.02"E	47°21'35.62"N	18°54'27.37"E					Common section of 6u20k432m, M6u19k231m
M6u19k231m -	47°22'6.68"N	18°55'52.37"E	47°21'35.28"N	18°54'27.69"E					Common section of 6u20k432m, M6u19k231m
45u18k925m	46°39'38.54"É	20°16'34.22"K	46°39'31.30"É	20°16'32.59"K					Szentes wholesale fruit and vegetable market

b.) List of sections to be considered under Clause 2.2. b)

830u5k760m
82u0k572m
48u4k578m
1u12k987m

## Schedule 9

### Data of border points

Partner	Name of related towns		Ownership, number and category of the road		Type of traffic	GPS	
	Hungarian	partner	Hungarian	partner			
<b>SLO</b>	Tornyiszentmiklós	Pince (Pince)	national (M70 freeway, E653)	national (E653)	unlimited	16,5246	46,51979
<b>SLO</b>	Rédics	Dolga Vas (Lendvahosszúfalú)	national (main road No. 86; E65)	national (E65)	unlimited	16,46179	46,59684
<b>A</b>	Bucusu	Schachendorf (Csajta)	national (main road No. 89.)		unlimited	16,46988	47,25556
<b>A</b>	Szentgotthárd-Rábafüzes	Heiligenkreuz im Lafnitztal (Rábakeresztúr)	national (main road No. 8; E66)	national (65 E66)	unlimited	16,27615	46,98473
<b>A</b>	Kőszeg	Rattersdorf (Rótfalva)	national (main road No. 87)	national (55)	unlimited	16,51468	47,40735
<b>A</b>	Kópháza	Deutschkreutz (Sopronkeresztúr)	national (main road No. 861)	national (62)	unlimited	16,62625	47,62733
<b>A</b>	Sopron	Klingenbach (Kelénpaták)	national (main road No. 84)	national (16)	passenger and freight traffic until 20 t	16,5452	47,7413
<b>A</b>	Hegyeshalom	Nickelsdorf (Miklóshalma)	national (M1 freeway, E60)	national (A4 E60)	unlimited	17,11102	47,92464
<b>A</b>	Hegyeshalom	Nickelsdorf (Miklóshalma)	national (main road No. 1)	national (10)	unlimited	17,11267	47,9273
<b>SK</b>	Letkés	Salka (Ipolyszalka)	national public road (12111. j. road); Ipoly bridge	district road (road III/5106); Ipoly bridge	passenger and freight traffic until 7.5 t	18,76467	47,88618
<b>SK</b>	Rajka	Rusovce (Oroszvár)	national public road (M15, E65, E75)	national public road (D2 highway, E65, E75)	unlimited	17,175624	48,012953
<b>SK</b>	Vámoszabadi	Medved'ov (Medve)	national public road (main road No. 14, E575); Duna bridge	national public road (road No. I/13, E575); Duna bridge	unlimited	17,65002	47,79179

<b>SK</b>	Komárom	Komárno (Révkomárom)	national public road (main road No. 13); Duna bridge	national public road (road No. I/64); Duna bridge	passenger and freight traffic until 20 t	18,12085	47,75109
<b>SK</b>	Hont-Parassapuszta	Šahy (Ipolyság)	national public road (main road No. 2, E77)	national public road (road No. I/66, E77)	unlimited	18,96585	48,05757
<b>SK</b>	Balassagyarmat	Slovenské Ďarmoty (Ipolygyarmat)	national public road (2204. j. road); Ipoly bridge	district road (road No. II/527/A); Ipoly bridge	unlimited	19,29809	48,08767
<b>SK</b>	Szécsény-Pösténypuszta	Pečov (Petőpuszta)	national public road (22105. j. road); Ipoly bridge	district road (road No. III/565002); Ipoly bridge	passenger and freight traffic until 12 t	19,49475	48,10966
<b>SK</b>	Nógrádszakál-Ráróspuszta	Rároš (Rárós)	national public road (22103. j. road); Ipoly bridge	district road (road No. II/585); Ipoly bridge	passenger and freight traffic until 12 t	19,54387	48,20743
<b>SK</b>	Somoskőújfalu	Šiatorská Bukovinka (Sátorosbánya)	national public road (main road No. 21)	national public road (road No. I/71)	unlimited	19,82246	48,16876
<b>SK</b>	Bánréve	Král' (Sajószentkirály)	national public road (main road No. 26)	national road (road No. I/67)	unlimited	20,35641	48,3128
<b>SK</b>	Tornyosnémeti	Milhošť (Migléc)	national public road (main road No. 3, E71, E79)	national road (road No. I/68, E71, E79)	unlimited	21,25406	48,53121
<b>SK</b>	Sátoraljaújhely	Slovenské Nové Mesto (Kisújhely)	national public road (37. sz. main road No.); Ronyva bridge	national road (road No. I/79); Ronyva bridge	unlimited	21,6564	48,42506
<b>UA</b>	Beregsurány	Astei (Asztély)	national (main road No. 41)	national (T0727)	passenger and freight traffic until 6,0 t	22,57314	48,16506
<b>UA</b>	Záhony	Chop (Csap)	national (main road No. 4, E753)	national (M06, E753)	unlimited	22,17164	48,41348
<b>RO</b>	Csengersima	Petea (Pete)	national (main road No. 49)	national (19/A)	unlimited	22,77696	47,8529
<b>RO</b>	Nyírábrány	Valea lui Mihai (Érmihályfalva)	national (main road No. 48)		unlimited	22,03081	47,52519
<b>RO</b>	Ártánd	Borș (Bors)	national (main road No. 42, E60)	national (1, E60)	unlimited	21,79123	47,11856
<b>RO</b>	Méhkerék	Salonta (Nagyszalonta)	national (4252. j. road)		passenger and freight traffic until 7,5 t	21,48329	46,76452
<b>RO</b>	Gyula	Vărșand (Gyulavarsánd)	national (main road No. 44)	national (79A)	unlimited	21,32911	46,631

<b>RO</b>	Battonya	Turnu (Tornya)	national (4455. j. road)		passenger and freight traffic until 7,5 t	21,10351	46,26347
<b>RO</b>	Nagylak	Nădlac (Felsőnagylak)	national (main road No. 43, E68)	national (7, E68)	unlimited	20,71518	46,16795
<b>RO</b>	Nagylak	Nădlac	M43		without limit (except for vehicles carrying dangerous goods, live animals and perishable food supplier)	20.758704	46.213568
<b>RO</b>	Kiszombor	Cenad (Nagycsanád)	national (main road No. 431)		passenger and freight traffic until 7,5 t	20,47295	46,15249
<b>SRB</b>	Tompa	Kelebija (Alsókelebia)	national (main road No. 53)	national (17-1)	unlimited	19,55898	46,16815
<b>SRB</b>	Röszke	Horgoš (Horgos)	national (M5 freeway, E75)	national (E75)	unlimited	19,97917	46,17603
<b>HR</b>	Udvar	Kneževo (Főherceglak)	national (main road No. 53; E73)	national (7 E73)	unlimited	18,66093	45,89508
<b>HR</b>	Drávaszabolcs	Doni Miholjac (Alsómiholjác)	national (main road No. 58)	national (53)	unlimited	18,20084	45,78341
<b>HR</b>	Barcs	Terezino Polje (Trézenföld)	national (main road No. 6)	national (5, E661)	unlimited	17,46157	45,94571
<b>HR</b>	Berzence	Gola (Góla)	national (6815. j. road)		passenger and freight traffic until 20	17,06771	46,19603
<b>HR</b>	Letenye	Goričan (Muracsány)	national (main road No. 7)		unlimited	16,6936	46,42007