

**NATIONAL TOLL
PAYMENT SERVICES PLC.**

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

Effective from: *1 September 2017*

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

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

Name: National Toll Payment Services Private Company Limited by Shares
Registered seat: H-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 Schedule 7 of the GTC contains the contact details of its customer service.

2. Introduction

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

There are several service providers in the Hungarian market that provide businesslike localization and motor vehicle protection services to their subscribers in connection with motor vehicles, as part of these services they provide people who subscribe to such service with an on-board 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 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Schedules and the Individual Agreement and its Schedules, and also the resolutions and statements issued by NTPS (until withdrawn) shall exclusively be applicable to the contractual relationship entered into based on this GTC, its Schedules, the Individual Agreement and its Schedules,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 their respective business in similar types of contracts shall become part of the GTC or 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 senior executive officer of NTPS shall, to the extent possible in law, including the potential culpable conduct of the senior executive officer, not be held liable, in connection with their activities as senior executive officer, for any damage caused by NTPS to third parties, for which NTPS shall have exclusive liability.

The Operator acknowledges that, should the senior executive 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 senior executive officer), NTPS shall have exclusive liability. The limitation of the liability of the senior executive officer of NTPS for damage caused, outlined in this section, shall exclusively be valid and effective with respect to this legal relationship and shall not affect liability for any damage caused in connection with any contracts to be or already concluded between NTPS and the Operator, or outside of any such contract. The senior executive of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this Section.

The Operator waives its right to enforce any claim for the ascertainment or confirmation of liability of the senior executive officer of NTPS.

The senior executive of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this Section.

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

Pursuant to the contract with NTPS or on the basis of the law, NTPS may be replaced in this GTC and the Individual Agreement by the Ministry of National Development 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 a reasonable time. In such an event, the Operator undertakes to continue to provide the services under the Individual Agreement without interruptions to the replacement, assignee or legal successor specified in NTPS' announcement. Having become aware of and having acknowledged the GTC, the Operator consents to the contract being transferred to the Ministry of National Development or another legal entity.

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 Schedule 1 of the GTC.

"Data Reporting": Data reporting performed by the Operator pursuant to the laws and the provisions of the GTC through the Interface, where such reported data were created by the Operator from the Customer location identification data under Schedule 1 of the GTC, and with the help of which NTPS drafts the toll declaration on behalf of the Customer based on the given Toll Section and the time-related data, or for Skipping Reports, based on time-related data and position data subject to the Motor Vehicle data previously provided by the Customer pursuant the provisions of the GTC.

"Auditor": The authorized entity for verifying the terms and conditions of permitting access under Schedule 2 of the GTC, and the performance terms and conditions under Clauses 9 or 12 of the GTC; such an organization may be the NTPS, the Ministry of National Development or the Supervisory Authority.

"GTC": These terms and conditions *Általános Szerződési Feltételek a bevallási közreműködők adatszolgáltatására vonatkozó egyedi szerződéshez*

"toll declaration operator": The task defined as such in the Toll Act. (The Operator entering into the Individual Agreement shall be a toll declaration operator.)

"Fine": The monetary sanction levied upon failure to pay the Toll, pursuant to Government Decree No. 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 for appropriating the collected amount and the terms and conditions of collaboration in control.

"accession license": A statement issued by NTPS and defined in Schedule 2 of the GTC.

"accession process fee": The fee stipulated in Schedule 2 of the GTC, which shall be paid by the Operator to NTPS as the costs of the accession process.

"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 (V. 31.) 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 individual agreement entered into by and between the Operator and NTPS by accepting the term and conditions of the GTC.

"Lost Profit": The lump sum damage defined pursuant to Clause 10 of the GTC which is incurred by NTPS as toll collector and bound toll service provider (and through it by the Hungarian State) as a result of the toll revenue deficit arising from the fact that Customers pay less Toll due to the Operator's breach of contract.

"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 motor vehicle regarding positioning and motor vehicle protection services provided by the Operator in respect of the motor 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 on-board unit previously registered by the Operator or as a result of any other kind of implicit behavior.

"Person to be Notified": The person who is registered in the UD Toll System in respect of a Motor 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 positioning data transferred from the OBU to calculate (define) the data content of the Data Reporting to be delivered.

"Supervisory Authority": the official supervisory body pursuant to Decree 209/2013 (VII.18.) of the Government on the implementation of the Act on the traveled distance based toll payable for the use of motorways, carriageways and highways, supervising the activity of toll collectors and toll service providers pursuant to the provisions of the Toll Act.

"Vehicle": The "tolled motor vehicle" under the Toll Act.

"Motor Vehicle Fleet": The aggregate (number) of Motor Vehicles that are registered with NTPS as Motor 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": The date, to be defined in the accession license to be issued by NTPS pursuant to Clause 1.2 of Schedule Schedule 2 of the GTC, from which NTPS starts to receive Data Reporting, pays reimbursement for the Operator, and grants to its registered Customers the Road Use Authorization subject to Data Reporting.

"reimbursement": The flat rate payable by ÁAK 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 bound toll service provider to toll declaration operators and retailers.

"Service Level": The quality related requirements of Data Reporting as per the specifications stipulated in 4 of Schedule 1 of the GTC.

"Minimum Service Level": The minimum value (indicator) specified pursuant to Schedule 1 of the GTC for each Service Level in the event of non-performance, regarding which NTPS may terminate the Agreement with immediate effect pursuant to Clause 15.1 a) of the GTC.

"UD Toll System": The electronic system operated by NTPS for declaring, levying and collecting tolls, supporting the supervision of toll payment and authorized use of the unit tolled sections.

"UD Toll System Live Launch": The date on which NTPS commences the operation of the UD Toll 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 Section 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 kilometer sections.

"Customer": Subscribers who are in a legal subscription relationship with the Operator in respect of a Subscription Agreement, and who also entered into an agreement with NTPS as bound toll service provider (see Section 2 (7) and (24) of the Road Toll Act) on the payment of toll, and as part of this registered at NTPS pursuant to Schedule 3 of the GTC and consented to Data Reporting.

"Toll Act": Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, expressways and main roads.

"Enforcement Decree of the Toll Act": Includes the decrees based on the authorizing provisions of the Toll 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;
- 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.
- Government Decree 209/2013. (VI. 18.) on the execution of the Act on the travel distance-based toll payable for the use of motorways, expressways, and main roads.

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

"Applicable Laws": The Toll Road Act, the Enforcement Decree of the Toll 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 for appropriating the collected amount and the terms and conditions of collaboration in regulation;

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 the 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 notify NTPS continuously, through the Interface provided by NTPS, if a Customer applies for a Road Use Authorization for a given Toll Section 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 Use Authorization pursuant to the application forwarded by the Operator (subject to compliance with the specific terms and conditions stipulated in the Toll Payment Agreement). The content and form requirements of the Interface will apply to the Operator in connection with the performance of all contractual obligations for which the Interface is used. The data traffic through the Interface qualifies as official data traffic (communication, contact) between the Parties, and 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 Sections;
 - 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 inform the Operator continuously, through the Interface, about the Customer data necessary for the Data Reporting and any changes, and also about other information specified in Schedule 1 of the GTC.
- 4.5. With respect to the map layer ("layer"), referred under Clause 4.4 c) of the GTC as 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 in the territory of Hungary to use the work in the manner and to the extent necessary to comply with the obligations of the Operator stipulated in the GTC, the Individual Agreement and the agreement concluded with the Customer for toll declaration operator activities.

During the term of the Individual Agreement, the Operator, within the framework of the legal relationship regulated by the Agreement, is granted a licence to use the figurative colour marks, as listed in Schedule 6 of the GTC and constituting the exclusive trademarks of NTPS (hereinafter: HU-GO logos). The licence is free of charge but non-exclusive. The license is free of charge but non-exclusive. The Operator must remove the logos and cease using them if so demanded by NTPS and the Operator will bear the related costs. The Operator may not grant a license 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 Operator will not have the right to demand additional payment from the Customer as consideration for fulfilling the obligations specified in the GTC.

4.8. Schedule Schedule 1(technical specification) of the GTC shall contain the Operator's duties of a technical nature, obligations and the expectations against it.

5. Conditions precedent to the commencement of Data Reporting

5.1. The conditions for 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 Schedule 2, including the payment of the accession license processing fee and the accession license issued by NTPS. Schedule 2of the GTC contains the conditions for issuing an accession licence, the description of the accession licencing process, and the accession processing fee payable by the Operator for the accession licensing process.

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 Schedule 2 1.1 b) b) 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 Schedule 2Clause e) of the GTC.

5.4. Following the execution of the Individual Agreement, during the term thereof NTPS shall ensure the conditions set out in Schedule 3 of the GTC, on 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 Use Authorization subject to Data Reporting, and in case the conditions set out in the GTC are fulfilled, from the Commencement Date.

If the live operation of the UD Toll System is suspended either temporarily or permanently after the UD Toll 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 subsequently in case of a permanent shut down.

5.5. The Operator hereby accepts that NTPS shall have no liability to pay compensation for damages incurred by the Operator (including but not limited to lost profit, revenues and depreciation of assets) as a result of the UD Toll System live outage or temporary or permanent shut down of the UD Toll System. In the circumstances 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 the absolute timeout into account.

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

6. The Operator's tasks related to the Road Use Authorization

6.1. The Operator shall act towards NTPS as the toll declaration operator of the Customer and, in its capacity of the Customer's performance partner, makes statements pursuant to Schedule 1of the GTC for and on behalf of the Customer to obtain Road Use Authorization and within the framework of Data Reporting necessary for Customer toll declaration.

- 6.2. Authorization 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 Use Authorization 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. Pursuant to Section 6 (8) of the Toll Act and the Subscription Agreement concluded with the Customer, the Operator shall undertake liability toward the Customer for the fitness of the on-board unit provided by it for proper use and the Data Reporting subject to the civil law rules of damages (in particular those of imputability). On-board unit provided by the Operator shall mean the on-board unit with respect to which there is a Subscription Agreement in force between the Operator and the Customer (notwithstanding whether such on-board unit 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 Operator hereby accepts that NTPS shall have no liability to pay damages or to repay any amount to the Customer or the Operator with respect to any legal consequences arising to the detriment of the Customer from defective or insufficient Data Reporting – except for crediting because of the incorrect extra data reporting determined in the GTC and for extra data reporting caused by an on-board unit error as regulated in Clause 10.5 of this GTC.
- a) As such, if Data Reporting contained less Road Use Authorization 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 Use Authorization), the Enforcement Agency may levy a fine on the Customer;
- b) Data Reporting contained more Road Use Authorization applications than would have been needed according to actual road use, such shall not affect the Road Use Authorization granted to the Customer, and NTPS shall not reimburse or return the Toll paid for Road Use Authorization 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, NTPS is a business organization 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.

In consideration of the above, the Individual Agreement to be concluded based on this GTC is of extreme significance for the uninterrupted and timely performance of the activities of NTPS; therefore, any breach thereof may cause significant damage to NTPS, and may potentially impact the amount designated in the prevailing act on the budget with respect to the activities of NTPS, or to third parties, including the Hungarian State. Naturally, this provision will not affect those terms of the GTC that limit the Operator's liability in any form.

- 7.1. Based on the legal relationship between NTPS and the Ministry of National Development, NTPS shall be required to forward, to the Ministry of National Development, toll revenue data provided by the toll declaration operator as a subcontractor to the NTPS; the toll revenue data shall be forwarded in an electronic format that can be further processed.
- 7.2. 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.
- 7.3. The Operator undertakes to maintain 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 Fines under Clause 7.2 a) of the GTC, the extra Toll specified in Clause 7.2 b) 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 Schedule 5 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" = Motor Vehicle Fleet volume (see Clause 3 of the GTC);
 - "KFÖF" = maximum limit of the liability insurance;
 - "KÖRSPEC" = specific operator's deductibles applicable to the following types of damage: damage caused by a Fine levied on the Customer due to the Operator's defective or deficient Data Reporting, which is not deemed to be a Malfunction Causing Data Delay or Serious Malfunction as per Clauses 3.3.1 or 3.3.2 of Schedule 1 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

Cat.	Motor Vehicle Fleet number (pcs)	<u>Ad hoc</u> maximum limit of the compensation liability insurance (HUF)	<u>Annual</u> maximum limit of the compensation liability insurance (HUF)	KÖRÁLT=<	KÖRSPEC=<
A	0-3000	20,000,000	30,000,000	a) 10% of the damage per occurrence where the damage caused by the damaging event is > HUF 10,000,000; and	a) HUF 1,000,000 for each calendar year, and
				b) HUF 1,000,000 per occurrence where the damage caused by the damaging event is =<HUF 10,000,000.	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)
B	3001-5000	20,000,000	40,000,000	a) 10% of the damage per occurrence where the damage caused by the damaging event is > HUF 10,000,000; and	a) HUF 1,000,000 for each calendar year, and
				b) HUF 1,000,000 per occurrence where the damage caused by the damaging event is =<HUF 10,000,000.	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)
C	5001-10,000	50,000,000	100,000,000	a) 10% of the damage per occurrence where the damage caused by the damaging event is > HUF 25,000,000; and	a) HUF 2,500,000 for each calendar year, and
				b) HUF 2,500,000 per occurrence where the damage caused by the damaging event is =<HUF 25,000,000.	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)
D	10,001-20,000	100,000,000	200,000,000	a) 10% of the damage per occurrence where the damage caused by the damaging event is > HUF 50,000,000; and	a) HUF 5,000,000 for each calendar year, and
				b) HUF 5 000 000 per occurrence where the damage caused by the damaging event is =<HUF 50,000,000.	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)
E	20 001-	200,000,000	400,000,000	a) 10% of the damage per occurrence where the damage caused by the damaging event is > HUF 100,000,000; and	a) HUF 10,000,000 for each calendar year, and
				b) HUF 10,000,000 per occurrence where the damage caused by the damaging event is =<HUF 100,000,000.	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)

d) the insurer shall only be exempt in case of damage caused by crime.

7.4. 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 Motor Vehicle Fleets, and the Operator shall take out liability insurance subject to such estimated volume.

7.5. If the Motor 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 Motor Vehicle Fleet.

- 7.6. 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.
- 7.7. The Operator shall immediately notify NTPS about the amendment or termination of the liability insurance policy pursuant to Clause 7.3 of the GTC, and this may serve as a reason for immediate termination as provided for 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 liability for damages less than that stipulated in Clause 7 of the GTC;
 - b) to inform its Subscribers of the security available to 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 of legal aid procedures based on authority request:
- If the authority files a request at NTPS in the context of a domestic legal aid, and NTPS holds that examining the authority's request on the merits requires the inclusion of the Operator, NTPS shall request the Operator. The Operator shall inform NTPS in writing about the result of the investigation it carried out within 3 working days but not more than 4 calendar days following the request. NTPS shall, on its own behalf, inform the authority directly about the result of the investigation.
- 8.5. The Operator shall act as prescribed below in the case of complaint management procedures based on Customer's notification:
- a) If a Customer files a complaint with the Operator in connection with its activity as a toll declaration operator (in particular with applying for Road Use Authorization and the operation of the related OBU), and contribution from NTPS is necessary for the substantive investigation of the complaint, the Operator is obliged to forward the given complaint to NTPS via its email address (bkkt@nemzetiutdj.hu). 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) If a Customer files a complaint with the Operator in connection with its activity as toll declaration operator (in particular with applying for Road Use Authorization or the operation of the related OBU) and contribution from the NTPS is not necessary for the substantive investigation, the Operator shall respond to such a complaint on the merits in writing within 5 business days of receipt, regardless of whether the complaint was made by the Customer orally or in writing.
 - 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. The Operator shall inform NTPS in writing about the result of the investigation it carried out within 5 working days following the receipt of the notification. NTPS shall, on its own behalf, inform the Customer of the result of the investigation directly and, at the same time, shall inform the Operator as well.

d) During the proceedings described in paragraphs a) – c) above, the Operator shall record all complaints filed in a register, and constantly manage the most important data related to complaints (including, but not limited to, their status, whether a response was sent by the Operator and, if yes, when and in what form).

8.6. Irrespective of the provisions of Clause 8.5, if it is expressly requested by the Customer and NTPS, the Operator shall consult NTPS with respect to the method of handling the complaint.

8.7. The Operator shall allow the Auditor to inspect the Operator's complaint management process, according to 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.

8.8. Furthermore the Operator shall:

a) notify and inform the Customer in the cases and manner and with the content specified in Schedule 1 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.

8.9. The Operator may unilaterally terminate without reasoning by way of ordinary notice of 15 days the individual agreement concluded with the Customer. The agreement can be terminated by way of extraordinary notice if the Customer improperly uses the on-board unit provided by the Operator. The following shall in particular qualify as using the on-board unit improperly:

a) if the Customer fails to have resort to or implement the maintenance specified by the Operator and for this reason the Operator cannot guarantee the proper operation of the OBU;

b) if the Customer interferes with the operation of the on-board unit in a way making it temporarily or permanently unsuitable for using it to report proper data about the real road use;

c) if the Customer willfully damages the OBU irrespective of whether the damage affects the parameters of the OBU required for performing the toll declaration that represent real road use;

d) if the Customer violates their obligations specified by the Operator in Clause 2.4.7. of Schedule 1 of GTC.

9. The method of Data Reporting, delivery of statements regarding performance, regular and extraordinary audit of Data Reporting

- 9.1. As of the Commencement Date, the Operator shall perform Data Reporting for the Customers through the Interface, and, as a part of this, it shall fulfill the requirements set out in Schedule 1 of the GTC.
- 9.2. Following the end of each charging period, before the 15th day of the month following the charging period, the Operator shall deliver to NTPS a statement regarding the performance of the Service Levels, in the form, with the data content and to the extent prescribed 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 is entitled to check, on a case-by-case or regular basis (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 Clause 4 of Schedule 1 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 OBU's used by each Customer, and the technical specifications and data of them 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 Motor 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 due to extraordinary events, including in particular audits performed subject to Clause 9.4 of the GTC. If the powers and procedure of the Auditor are regulated by a special law, this Clause 9.5 may only be applied if that special law does not specifically stipulate otherwise, or if compliance by the Operator with the obligation under this Clause 9.5 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 shall have access to the report of the audit results. If auditing under Clauses 9.3-9.4 of the GTC is performed by the Supervisory Authority (i.e. not by the performance partner of NTPS), 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 Schedule 5 of the GTC and calculated pursuant to the provisions of Schedule 5 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 of that stipulated in Clause 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. By providing information to the Enforcement Agency, NTPS shall ensure that, during the “Temporary Exemption” defined in Clause 3.3.2 of Schedule 1 of the GTC, the road use by Customers affected by the loss of service in the Operator’s Processing System is not deemed to be unlawful just because the Operator could not perform Data Reporting during that time.
- 10.5. i) If the Operator performs Data Reporting not supported by real road use, except for Skipping Session Matching or sends multiple Skipping Reports (Skipping Reports sent multiple times with 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 amount of penalty to be paid for a calendar day, concerning an individual registration number (in a period between midnight and 23:59 with respect to the ETS time) shall be 20% of the credited Toll but at least HUF 25,000. Reporting can only be performed 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 method specified by NTPS and must provide appropriate 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 fault report from the Operator and then the Operator makes Data Reporting based on data retrieved from the OBU regarding one or more Toll Road sections of an identical route (hereinafter: **extra data reporting due to an OBU fault**), 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 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 a refund within 45 days from the validity date of the Route Ticket from NTPS by stating the motor vehicle and the number of the route ticket. The Customer shall be required to enclose with their request the declaration of the Operator in which the Operator acknowledges, by way of completing the form in Schedule 10, that it sent an individual on-board unit fault report to the Customer. As a lump-sum fee for the

crediting, NTPS shall be entitled to be paid 10% of the amount added to the balance regarding one route ticket, but at least HUF 3000; this fee shall be borne by the Operator.

- 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. The amount of the defective performance penalty shall be 0.1% of the cost reimbursement as defined in the previous sentence per 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 8.5 c), or is late in the performance of the legal aid procedures in accordance with Clause 8.4, a penalty shall be paid at a rate of HUF 10,000 for each day started during the period of delay, per request (maximum HUF 100,000).
 - b) If the Operator fails to report the malfunctions referred to in this agreement within the deadline specified in Clause 3.3 of Schedule 1, a penalty shall be paid at a rate of HUF 250,000 for each hour started during the period of delay (maximum HUF 2,500,000).
 - 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).
 - d) If the authority or court acting in a case connected with unauthorized road use contacts the NTPS requesting legal aid, and in the course of the investigation it is established that the reason for the failure to obtain authorization is the faulty performance of the Operator, the Operator shall be required to pay a penalty of HUF 30,000 per legal aid procedure.

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). The data reporting shall qualify as suitable for establishing the Toll if on the basis of the data reporting the Toll is paid by the Customer, irrespectively to the time and the method of the payment. On the effective date of the GTC, the amount of the reimbursement shall be 1.8% of the cost reimbursement base. The Operator will not receive a cost reimbursement for Toll returned to the customer's balance. The Operator will also not receive a cost reimbursement for Data Reporting, when the Toll was determined based on the so-called "Skipping Session Matching" according to Schedule 1.
- 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, irrespectively of the Data

Reporting, reimbursement shall be subject to the toll payment obligation of the Customer (the toll based on the Customer's toll 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 itemized 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 within 5 business days, 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 6th 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. If 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 organizational 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 organizational unit having its duties). Default payment by NTPS under such circumstances shall be excluded as well.
- 11.11. NTPS shall pay the reimbursement by bank transfer within 30 days after receiving the invoice.
- 11.12. In the event of late reimbursement payment, the Operator shall be entitled to the default interest stipulated in the Civil Code.
- 11.13. The Operator acknowledges and agrees that the NTPS only pays the flat-rate reimbursement to the bank account number indicated in the authentic register, considering that the Parties exclude both the assignment of the reimbursement and the performance to a bank account number which is not indicated in the authentic register.

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 of 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 its liability insurance policy or fails to amend it (comply with its obligations to increase the liability insurance amount), pursuant to Clause 7.4 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 is obliged to 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 processing fee payable by the Operator.
- 14.2. Following the issue 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. If, in a given calendar year, more than 2 extraordinary audits are conducted, NTPS shall provide the reasons for the need to conduct the third and any subsequent extraordinary audits.
- 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 set out 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 the reimbursement cost base (Clause 12) within the territory of Hungary.
- 14.6. The Operator shall ensure that the Auditor can conduct the accession licensing procedure under Clause Schedule 2 2 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 Schedule Schedule 2 of the GTC.

- 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 reasoned notice to the Operator if
- a) the Operator fails to comply with its obligation related to the security as stipulated in Clauses 7.3-7.5 of the GTC;
 - b) the Operator fails to meet one of the Minimum Service Levels;
 - c) in the circumstances set out in Clause 4 ("Determination of Service Levels") of Schedule 1 of the GTC;
 - d) the Operator is in breach of some other material obligation stipulated in the GTC, and fails to remedy that 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 Schedule 5 of the GTC;
 - g) the Operator fails to ensure the conditions of accession as specified in Schedule 2 of the GTC or in Point 5 of Schedule 1 of the GTC during the term of the Individual Agreement and fails to remedy the situation within 8 days after receiving the written notice from 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 must prepare an annual report but it is not legally obliged to disclose it, and NTPS requested the Operator under Clause 9.8 b) to send the report but the Operator failed to send it, 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 (1) 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;
 - l) the Operator pursues or maintains a practice that is capable of influencing the social evaluation of the UD Toll System in a negative way.
- 15.3. After 1 January 2016, NTPS has the right to terminate the Individual Agreement without an explanation through a 30-day notice to the Operator.
- 15.4. If the contract to be concluded between NTPS and the Ministry of National Development (hereinafter: MND) in relation to financing 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 for any reason whatsoever and, as a result of any of the above circumstances, NTPS is unable to comply with its flat-rate reimbursement obligation due 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 providing the reasons, with a notice period of 30 (thirty) days, even before the expiry of the time limit specified in Clause 15.3. In the event of any of the above circumstances, 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 against NTPS. Even in such an event, the Operator shall be entitled to receive the contractual value of the services performed and attested by NTPS until receipt of the notification of termination from NTPS.
- 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, either 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 UD Toll 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 immediate termination it is entitled

to suspend the performance of the Agreement for 15 days by 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 shall publish the amended text of GTC on its website. With the exception of the cases regulated in this GTC, the publishing shall precede the putting into force by not less than 30 days. NTPS shall inform the Operator about the amendment electronically at the same time as its disclosure by sending the amended text of the GTC; however, the date of disclosure shall not depend on the arrival of the electronic information to the Operator.
- 16.2. As of the time of the publication of the modified GTC on NTPS' Internet website, its content shall be deemed as having come to the attention of the Operator, who has likewise acknowledged such content owing to implied conduct.
- 16.3. NTPS may order the application of the map layer in accordance with this GTC from the 10th day following the publishing. The Operator shall be liable for any damage caused by the application of an improper map layer, in particular with regard to any Fine imposed on the Customer.
- 16.4. In case of the unilateral amendment of the interface specification the date of putting into force cannot be earlier than the 10th day upon publishing.
- 16.5. NTPS may amend with immediate effect the SLAs contained in Clause 4 of Schedule 1 related to the performance of the Data Reporting (i.e. SLA1, SLA2, SLA3 and SLA4), the Data Reporting that can exclusively be performed by row major ordering (see Schedule 1) and the final deadline open for Data Reporting when the amendment is more favorable for the Operator. For the purpose of the application of this clause the SLA will be considered as more favorable for the Operator when the length of the specific reporting deadlines is increasing, the expected volume of Data Reporting to be sent within the given timeframe is decreasing, the number of OBUs that can be exempted of SLA measuring is increasing, or the sanction applicable in case of SLA-violation is mitigated.
- 16.6. The NTPS may, after the prompt amendment under Clause 16.5. (hereinafter in this clause: "prompt amendment"), modify the GTC to make the provisions affected by the prompt amendment contain provisions not more severe than the ones prior to the prompt amendment. The effective date cannot be earlier than the day following the date of publication. If the provisions published are more severe than the ones directly preceding the prompt amendment, the provisions in Clause 16.1. will be applicable to their effective date. For the purpose of the application of this clause, more severe provisions are as follows: when the length of the specific reporting deadlines is decreasing, the expected volume of Data Reporting to be sent within the given timeframe is increasing, the number of OBUs that can be exempted of SLA measuring is decreasing, or the sanction applicable in case of SLA-violation is becoming more severe from the Operator's aspect.
- 16.7. NTPS is obliged to notify the Operator of 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 authorized to do so prior to the change or the person authorized 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 Schedule 1), 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 their personal data specified in Schedule 4 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 OBUs to the Processing System during its activity as toll declaration operator, except for those 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 by NTPS on the closing of such complaint management proceedings or dispute.
- 18.4. During the time of data archiving as per Clause 18.2 of the GTC, the Operator shall release the Customer data stored in the Processing System to NTPS upon request, in the following cases and for the following purposes:
- 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 Use Authorization, 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 or 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 which occurred to 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 confidential the individual identification number of the Operator stipulated in Clause 1.2 of Schedule 2 of the GTC, considering that, when reports are made to NTPS (including but not limited to reports of malfunctions, 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 unauthorized 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 as 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 a level has 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 set out in Part “C” of Schedule 5 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. The Parties hereby order to apply the provisions of Act V of 2013 on the Civil Code to the Individual Agreements without regard to the date of concluding the Individual Agreements.

22. List of the schedules to the GTC

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

1. számú melléklet Az ÁSZF tárgya szerinti együttműködés műszaki leírása és a Szolgáltatási Szintek
 2. számú melléklet Az Adatszolgáltatás fogadásának előfeltételei
 3. számú melléklet A NÚSZ által biztosítandó feltételek
 4. számú melléklet A NÚSZ-nál tárolt és a Közreműködővel megosztható Ügyfél személyes adatok
 5. számú melléklet Az Elmaradt Haszonnak minősülő károk megfizetési esetei és kiszámításának módja
 6. számú melléklet HU-GO logo
 7. számú melléklet NÚSZ ügyfélszolgálati elérhetőségei
 8. számú melléklet Speciális szakaszillesztési szabályokkal érintett szakaszok
 9. számú melléklet Határpontok adatai
- Schedule 10 - Operator's declaration for crediting a Route Ticket due to an individual on-board unit fault

22.2. The following documentation referred to in Schedule 3(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 Services Plc., 1134 Budapest, Váci út 45/B.
Data Reporting	Data reporting performed by the Operator pursuant to the laws and the provisions of the GTC through the Interface, where such reported data were created by the Operator from the Customer location identification data under Schedule 1 of the GTC, and with the help of which NTPS drafts the toll declaration on behalf of the Customer based on the given Toll Section and the time-related data, or for Skipping Reports, based on time-related data and position data subject to the Motor Vehicle data previously provided by the Customer pursuant the provisions of the GTC.
Toll Declaration	Provision of data with respect to the use of the Toll Road Section by a Tolloed Motor Vehicle to establish the obligation to pay toll. The main idea of this term is the same as the term defined in the Commission Decision on the definition of the European Electronic Toll Service and its technical elements and the Electronic Toll Collection Standards
Toll Declaration Operator	The task defined as such in the Toll Act. (The Operator entering into the Individual Agreement shall be a toll declaration operator.)
Toll Declaration Operator's Back Office System	The back office system operated by the Toll Declaration Operator with a primary tasks of receiving, processing information from on-board units and compiling Data Reporting for the Bound Toll Service Provider. Successful Section and Session Matching are a condition precedent to the Data Reporting to be compiled.
Penalty	The monetary sanction levied upon failure to pay the Toll, pursuant to Government Decree No. 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 for appropriating the collected amount and the terms and conditions of collaboration in control.
Enforcement	The activity of controlling (Enforcement support) or enforcing compliance with the legal regulations related to Charged Road Use, including procedures ensuring payment of Penalty (Authority Toll Control).
Enforcement Agency	The agency charged with the official tasks related to controlling toll payment, and established to perform general police duties.
Person subject to toll payment	Primarily the contracted toll-payer, if there is no such person than the operator of the Vehicle, or the Road User irrespective of his/her nationality or the country where the motor vehicle used or operated or owned by it is on record.
Charged Motor Vehicle (Motor Vehicle subject to Charge)	A Motor Vehicle the owner or operator of which is a Road User person subject to toll payment.
Toll 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.

Term	Definition
Toll Section	Any Road Section defined in Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads which Vehicles may use for a Toll.
Bound Toll Service Provider 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.
Electronic Toll Service	Service that allows the Contracted Toll-payers to complete their tasks related to Toll payment with the help of electronic devices.
Lost Profit	Term defined in the 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	Vehicle Classification classifying Motor Vehicles into seven classes based on the substances emitted during the operation of their motor. 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 Directive on the charging of heavy goods vehicles for the use of certain infrastructures.
European Electronic Toll Service	A Service as part of which pursuant to the agreement concluded the toll-payer, the service provider measures Customer road use with an EETS compliant on-board 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 (OBU)	A device suitable to support electronic toll activity, the aggregate of hardware and software that is suitable for collecting, storing, processing and remotely receiving/forwarding data necessary for performing electronic toll collection within the territory of Hungary.
On-Board Unit (OBU)	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 a specialized workshop, which in some cases may require the electronic network of the motor vehicle to be modified) and removable (no professional experience required, installed in 10 minutes in any kind of vehicle).

Term	Definition
Blacklist	A list compiled by Toll Service Providers that includes the registration numbers and the identification information of On-Board Equipments of Motor Vehicles to be filtered out during Enforcement. The Toll Service Providers and the Bound Toll Service Provider are responsible for maintaining and distributing the list to the Toll Charger.
Processing System	The IT system of the Operator including the OBU on board of the Vehicles belonging to Customers, which system will use the positioning data transferred from the OBU to calculate (define) the data content of the Data Reporting to be delivered.
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: On-Board Unit (OBU)
Type of Vehicle, Vehicle Class	Any class of the Vehicle Classification.
Vehicle Classification	Classifying a group of vehicles into classes on the basis of some feature or features. Classification features may include the purpose of the vehicle, the maximum permissible gross weight, damage caused to road surface, the number of axles, or emission. An example of vehicle classification: Decree 5/1990. (IV. 12.) of the Ministry of Transport, Communication and Building
Articulated Vehicle Combination, Vehicle Train	A vehicle combination of a Goods Motor Vehicle and the Trailer connected to it in traffic with one driver.
VTC-Classification	<p>A Vehicle Classification classifying Motor Vehicles and Articulated Vehicle Combinations into five different Vehicle Categories based on the vehicle type, the maximum permissible gross weight and the number of axles. Each Vehicle Category is marked and described as follows:</p> <ul style="list-style-type: none"> - Vehicle Category D1: Motorcycles, and Motor Vehicles with any towed trailer with a maximum permissible gross weight of 3.5 tons; - Vehicle category B2: Buses of any number of axles and with trailers with a maximum permissible gross weight over 3.5 tons; - Vehicle category J2: Goods Motor Vehicles of two axles with a maximum permissible gross weight over 3.5 tons; - Vehicle category J3: Goods Motor Vehicles and Articulated Vehicle Combinations of three axles with a maximum permissible gross weight over 3.5 tons; - Vehicle category J4: Goods Motor Vehicles and Articulated Vehicle Combinations of four or more axles with a maximum permissible gross weight over 3.5 tons. <p>The Number of Axles shall mean the total number of axles on the Motor Vehicle or the Articulated Vehicle Combination. Axles not used (drawn-in) also count towards the number of axles.</p>
Unauthorized Road Usage	Unauthorized 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. Save for the exceptions. Except in cases of exemption.

Term	Definition
Emission Categorization	See: EURO Emission Classification
Emission Class	See: EURO Class
Emission Classification	See: EURO Emission Classification
Back Office Systems	Part of the UD Toll System consisting of IT units that are not included in Road Side Devices, are not On-Board Equipment, 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: Road Network
Session Matching	A graph theory algorithm based on which even Tolled Road Sections for which no position data are available from the On-Board Unit or the On-Board Equipment are identified, although the use of such sections can be undoubtedly proven according to mathematical rules based on speed, time, the structure of the Toll Domain and other aspects.
Section Matching	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 On-Board Unit and the On-Board Equipment or the route plan given when the Route Ticket is purchased.
Contracted Fee Payer	The person who in order to be able to use the Toll Section undertook it in an agreement to pay a Fee for Road Use by one or more given Motor Vehicles. Such an agreement is concluded by the Contracted Payer either with the Fee Charger (in case of a user charge) or with a Toll Service Provider contracted by the Fee Collector (in case of Tolls).
Contracted Toll-payer	The 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 Use by one or more given Goods Motor Vehicles or Articulated Vehicle Combination. 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 used to transport goods.
Number of axles	Variable feature of Vehicles or Articulated Vehicle Combinations that effect the Toll. The number of axles shall mean the aggregate number of axles on the towing and towed vehicle.
UD Toll System	The electronic system operated by NTPS for declaring, levying and collecting tolls, supporting the supervision of toll payment and authorized use of the unit tolled sections.
Toll	The fee payable for the use of the Toll Section in proportion to the distance travelled.
Toll Enforcement	Activity of controlling and enforcing compliance with legal regulations related to Toll, including proceedings for the payment of Penalty.
Single Tolled Road Section	See: Tolled Road Section
Tolled Motor Vehicle	A Motor Vehicle owned or operated by the Road User subject to Toll.

Term	Definition
Toll Domain	The aggregate of all the Tolled Road Sections located within the territory of Hungary.
Tolled Road Section	A Road Section that may be used by Motor Vehicles in 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. The Hungarian definition is not identical with the English one. For the time being there will be only one Toll Charger in Hungary (NTPS)
Toll Service Provider	A company, irrespective of its place of registration, which grants road users access to the UD Toll System in the territory of Hungary.
Public Road Network	See: Road Network
Road Use	The use of any Toll Section for the purpose of traffic.
Road User	RU The person driving the Motor Vehicle during Road Use.
Customer	Subscribers who are in a legal subscription relationship with the Operator in respect of a Subscription Agreement, and who also entered into an agreement with NTPS as bound toll service provider (see Section 2 (7) and (24) of the Road Toll Act) on the payment of toll, and as part of this registered at NTPS pursuant to Schedule 3 of the GTC and consented to Data Reporting.
Customer relations	The aggregate of the channels through which Customers may have their issues related to Electronic Toll Collection or Electronic Toll Service sorted out.
Customer Management	Business processes available for Customer Service Points. Customer Service procedures conducted at such points.
Route Ticket	Pre-purchased road use authorization that applies for the use of one or more Tolled Road Section by pre-defined Tolled Motor Vehicles or Tolled Articulated Vehicle Combinations. By buying the route ticket the Road User declares the use of the relevant Tolled Road Sections and pays the Toll calculated from their use.

1. Technical tasks

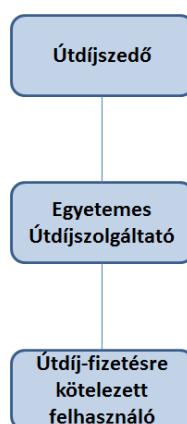
1.1 General Description

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

Pursuant to the EETS guidelines in respect of charging and enforcing Tolls, in Hungary there will be different and separate entities operating, the scope of tasks and sphere of responsibilities of which will be precisely set out 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 Services Plc. is the Toll Charger in Hungary.
 - Its primary task is to receive Toll 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 unauthorized road use.
- Bound Toll Service Provider (in Hungarian: “*Egyetemes Útdíjszolgáltató*”)
 - 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 Services Plc. is the Bound Toll Service Provider in Hungary.
 - Its primary task is to ensure, under contract, that Toll-payers provide the Toll 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
 - 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 unauthorized road users filtered out by the Toll Collector and enforce sanctions in relation to unauthorized road use.

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



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

1.2 Toll declarations on the use of tolled road sections

Toll 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 Toll Declarations).
- c) With the help of an On-Board Unit (OBU) provided by an EETS provider in a contract framework. (This method of toll declaration is currently not available.)

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

The UD Toll System prepares a Toll Declaration from the Data reporting if,

- a) the Customer provided all data necessary for generating the Toll Declaration,
- b) the Customer's balance 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 covered by the Data Reporting subsequently, on the basis of an agreement with the Toll Service Provider.

If there is insufficient balance, or no agreement on post-payment or data necessary for preparing the Toll Declaration, NTPS does not prepare any Toll Declaration based on the Data Reporting and this results in Unauthorized Road Use.

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

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 single Toll Service Provider in Hungary, the 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, for users that already have agreements and contracts with fleet tracking companies, all they have to do with the OBUs belonging to their fleet tracking system is to initiate the extension of the scope of services and register in the UD Toll System, and with this they become Customers; the Data Reporting required for the Declaration is then automatically delivered by the fleet tracking company as Toll Declaration Operator based on the movements of the motor vehicle.

1.3 Duties of the Toll Declaration Operator

1.3.1 Identification of road use, 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 Motor Vehicles of the Contracted Toll Payer in contract with it which are equipped with OBUs 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 an OBU 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 OBU 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 OBU, 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 for each kilometer, and shall send it to the Toll Declaration Operator's system. In addition, the system of the Toll Declaration Operator shall comply with every technical requirement determined under the GTC, including the requirement to comply with the technical parameters prescribed in the Service Level.

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 positioning information transferred by the OBU (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. The Section Matching and Session Matching algorithms are created by the Toll Declaration Operator. 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 specified 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 UD Toll 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 may 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 any 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 SLAs. 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.

The final deadline of data reporting is a maximum of 360 hours after the establishment of road use time by way of technological means (Event_Time_Stamp; ETS) in accordance with this policy. Accordingly, when the time between ITS and ETS is more than 360 hours (so called absolute timeout), the NTPS may reject the data reporting. Further regulations of the date reporting can be found in Schedule 4 of this policy.

The data reporting must be row major ordering, i.e. any data reporting with an ETS time earlier than the data reporting already performed can only be used for preparing a toll declaration serving as a basis for road use authorization in the cases specified in the present GTC.

With regard to the given vehicle-OBU setting, the NTPS shall accept, within the period of 5 hours following the ETS connected to a specific road use (so called tolerance time), a data reporting even if there are data reportings already performed with a later ETS time. Acceptance by NTPS does not mean that the Operator is obliged to perform non-real time data reporting without row major ordering, therefore, if unauthorized road use is established regarding the road user due to having insufficient funds at an inappropriate time, on the basis of the non-real time data reporting without row major ordering within five hours, the Customer's damages resulting from the above will have to be reimbursed by the toll declaration operator.

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

In addition to technical assistance, 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 and 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 OBU (built-in or mounted), telecommunication, server center, 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 in the chart below.

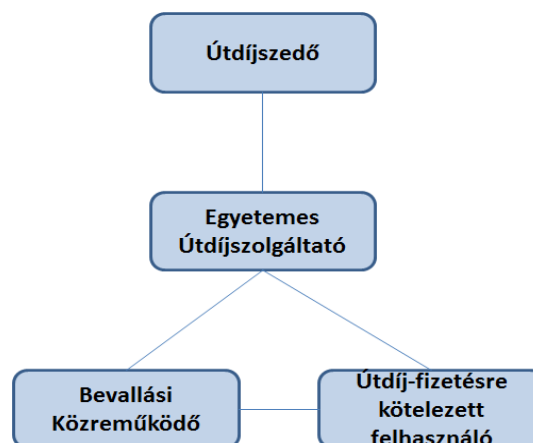


Chart 2 2 – Contractual relationship between the Toll Charger, the Bound Toll Service Provider, the Toll Payer and the Toll Declaration Operator

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 center and the protocols to be described below).

- b) Performing the optional tasks the Toll Declaration Operator may undertake if such were actually undertaken by the Toll Declaration Operator.
- c) Participating in customer complaint management, legal remedy and other procedures related to the operation of the UD Toll System if that procedure concerns a Customer of the Toll Declaration Operator 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 specified after Data Reporting (e.g.: call center).

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 use of the relevant unit tolled section started. Data Reporting shall be obligatory in the cases when the Tolled 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 Data Reporting takes place as soon as possible but in any case before the absolute timeout. Any Data Reporting sent beyond the absolute timeout will not create road use authorization, it will not be accepted by NTPS and no flat rate cost reimbursement will be performed on the basis of the above. 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 OBU prior to the absolute timeout regarding the Tolled Motor Vehicle (being abroad without data roaming possibility, servicing, etc.) the Customer and the Road User is obliged to verify whether all data stored in the OBU 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 UD Toll System.

In the event of a fine being imposed for such a reason, the Operator shall not indemnify the Customer if failure to report data is not imputable to the Operator.

Determination of the specific time data of Data Reporting

EventTimeStamp (ETS) time data is the time indicated in accordance with the provisions of this policy during the interface data reporting as the time of road use. The Time of the EventTimeStamp shall be provided by the Toll Declaration Operator according to the rules provided below:

- a) with the exception specified in paragraph b), on the basis of the section matching regulations, the time when Road Use exceeds 50 meters with regard to the given Road Section, or the time expressly defined in this policy, will be regarded as ETS time.
- b) In the event of session matching, the time of use of session-matched sections shall be determined on the basis of two known positions in such a manner that
 - i) an EventTimeStamp value shall be determined on the basis of the average speed for each section according to section matching if the average speed calculated on the basis of the two known positions and time on the route (not direct distance) 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, the

time of the last GPS coordinate before entering the section shall be provided as ETS time;

iii) in all other cases: the time of GPS coordinate on the basis of which the section usage can be determined clearly, 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 OBU then 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 motor vehicle transported on another vehicle's platform cannot transmit signals.

2.1.1 Uninterrupted road usage, leaving the road and renewed road use

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 of less than 12 hours, and then continues their 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 returns to the same Tolloed Road Section and continues their 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 the calculated Road Section length, but a maximum of the Single Tolloed Road Section plus one kilometer 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 kilometer 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:

- c) the Road User stops for a period longer than 12 hours on or along the Tolloed Road Section,
- d) 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.
- e) 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 meters, a new Toll shall be charged for the given Single Tolloed Road Section.

2.1.3 Establishing actual road usage with regard to sections running parallel with each other, on the same carriageway or within 25 meters of each other

If in case of sections running parallel or on the same carriageway, based on the cartographic data recorded pursuant to the center 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, 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) With regard to parallel Tolled Road Sections, the Road User is deemed to have travelled on the higher capacity road (based on its numbering); if 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

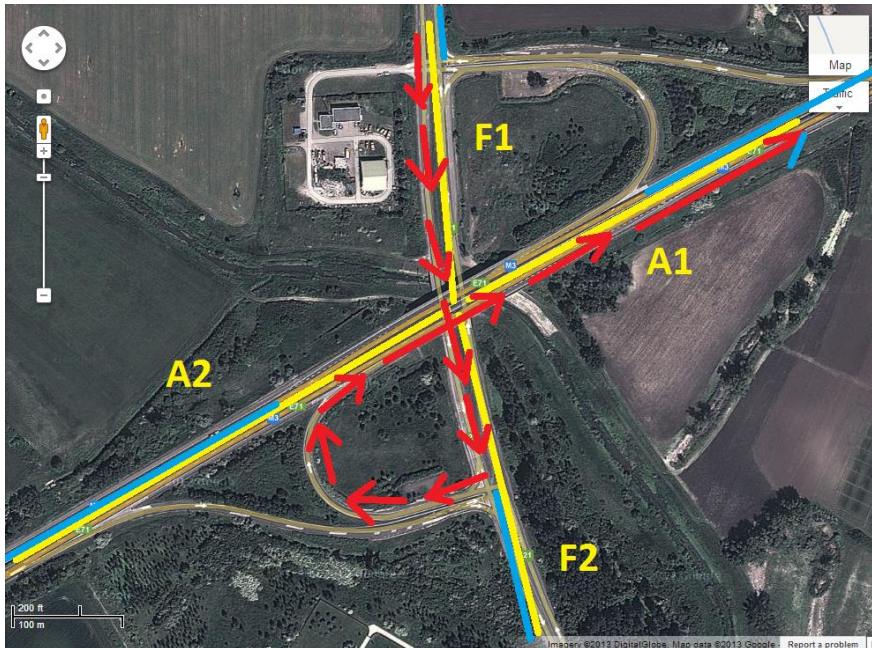
If, because of the road network topology with respect to a Single Tolled Road Section, there are one or more passages on the road section between the roads above running together and so no use can be undoubtedly established with respect to the relevant Tolled Road Section even at the end point of the 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, the Road User shall be deemed to have travelled on the Tolled Road Section of the Road Sections in question running in 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, they shall be deemed to have travelled on the toll-free road section.

2.1.5 Interconnecting and access sections, intersections

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

This rule applies when a toll section intersects with another toll section with a flyover or underpass and, in order to get from one toll section to the other, one or more unit toll sections needs to be used, but only for that interconnection. In such situations no Toll shall be paid, even if the Motor Vehicle travelled more than 50 m on the relevant unit tolled 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 unit tolled sections (F1, F2, A1, A2) start from the mathematical center of the intersection, Section Matching of the unit tolled 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.

With regard to tolled road sections specified in Point a) of Schedule 8 of the GTC, section matching shall only be carried out on the section(s) outside the “non-supervised section parts” of the given Tolled Road section, pursuant to the general rules. Those tolled road sections where more road sections are to be considered, which 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 use is continuous according to the general road usage, data reporting shall be performed only once.

In respect of the sections specified in Point b) of Schedule 8 of the GTC, road use shall be stated on one occasion (one road usage) after entering the tolled road section on the basis of Point b) of Clause 2.1.4 (“Interoperable roads running together or parallel”); that is, also when it cannot be clearly considered whether the road use took place on toll or non-toll sections. Thereafter, the Road User, in respect of the given toll section, may

- i) continue using the road without time limit; i.e. the rule determined in Clause 2.1.1 (“Uninterrupted road use, leaving the road and renewed road use”) shall not be applied so the time limit determined thereof shall not be considered,
 - ii) in the event of a turn-back, they may continue road usage, hence the turn-back rule specified in Clause 2.1.2 (“Turn back”) shall not be considered.
- c) If there are Toll 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 Toll Section(s), Toll shall be charged for the Toll Section between the two positions observed.

2.3 Session matching

2.3.1 Conditions for Session Matching

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

a)

- one may travel from one position to the other position in the correct direction on the toll road network in one way only
- a maximum of 1 toll 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 toll road
- maximum 3 further toll sections are located between the road section identified on the basis of the position determined on the toll road network and the other identified position
- one may travel from the toll section identified on the basis of a position to the other position on the toll road network in one way, only

then the Toll Declaration Operator has a Data Reporting obligation about the missing Toll Sections in the manner provided in the protocol, applying the rules of session matching. (In the event 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 use 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, 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 using 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 Toll Section(s) are or might be located between the penultimate and last observed position of the Road User (the route containing a toll section shall be planned on the basis of the pyramid principle) and the rule of session matching cannot be applied, the Toll Declaration Operator is obliged to report the skipping via the Interface (hereinafter: skipping report). In terms of cost reimbursement, the content of the Skipping Report cannot be considered as Data Reporting; it shall contain the report of the fact of skipping by providing the times of observing the positions 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 border crossing which falls closest to the endpoint located in a straight line closer to the border of Hungary should be reported (exact parameters of the border crossing checkpoints can be found in Schedule 9 of the GTC), except where there is a border crossing accessible by speedway 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 that is accessible by speedway or motorway should be reported. 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 immediately upon the arrival of the second positioning data, but within one minute at the latest. UD Toll System confirms the data reporting via the interface. The confirmation contains the fact whether or not toll declaration was started in the UD Toll 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 positioning data, that the Road user left the territory of Hungary and 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 the event of skipping, the Toll Declaration Operator shall notify in a text message (not by phone) the Person to be notified about sending the skipping report to the UD Toll System within five (5) minutes following the confirmation. There are two different types of notification obligation depending on whether a toll declaration was initiated in the UD Toll System in relation to the reported skip on the basis of the confirmation or not.

- a.) If toll declaration was initiated, the Person to be notified shall be informed of the fact that skipping session matching took place for the given Motor Vehicle (the registration number shall be provided), with presumed road use in the absence of positioning data between the two times and the two GPS coordinates (by giving the coordinates and times).
- b.) If toll declaration was not initiated, the Person to be notified shall be informed of the fact that skipping was reported for the given Motor Vehicle (the registration number shall be provided) in the absence of positioning data between the two times and the two GPS coordinates (by giving the coordinates and times), but declaration was not initiated for 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 if, in the reply by the NTPS to the Skipping report, the UD Toll System confirms the case under Clause 2.4.3.(b) as the reason for failure to establish the cause of the ostensible road use.

The Toll Declaration Operator has no other tasks in addition to the UD Toll System reporting and notification of the Customer regarding the Skipping Session Matching; the rest is handled by the UD Toll System.

2.4.3 Initiating toll declaration on the basis of skipping report

- a.) Following the skipping, except for the case defined in Point b), the UD Toll System plans a presumable route between the skipping endpoints on the basis of the algorithm provided in the UD Toll System (pyramid principle) (i.e. carries out Skipping Session Matching) and initiates toll declarations regarding the Toll Sections. The NTPS notifies the Toll Declaration Operator on the Road sections affected by the Toll declarations in its reply to the skipping report.
- b.) UD Toll 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 straight line;
 - ii.) 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;

- iii.) on the route between two points provided by the route planner, the average speed is higher than 130km/h.
- iv.) “straight line average speed”, calculated as the quotient of the shortest distance in straight line and the time elapsed between the time of the two last data is higher than 130km/h;

2.4.4 Imposing fines in the event of skipping reporting

- a.) If the UD Toll System plans a presumable route by applying Skipping Session Matching on the basis of Point a) of Clause 2.4.3 (“Initiating toll declaration on the basis of skipping report”), the Motor Vehicle travels on a route different from the presumed one, and the Supervisory system recognized the Motor Vehicle, the UD Toll System presumes Unauthorized Road Use. In this case, toll will not be deducted on the basis of a toll declaration regarding Toll Sections calculated by the Skipping Session Matching, or the deducted balance will be refunded up, and an Administrative Fine will be imposed in the event of verification.
- b.) If Skipping Session Matching does not take place as per Point b) of Clause 2.4.3 (“Initiating toll declaration on the basis of skipping report”) on the basis of a Skipping Report, an Administrative Fine will be imposed in the event 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, the Rules of the Road and the route, according to the enforceable provisions of the Rules of the Road.
- b.) It chooses an option which means the shortest travel time.
- c.) It prefers motorways and main roads during planning in such a manner that a speed higher than that available is used for calculating 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 a straight line.

2.4.6 Objections against road use calculated with Session Matching

If the Customer is of the view that the Toll Road Motor Vehicle did not travel on the Tolerated Road Section(s) presumed by the Skipping Session Matching, the Customer may raise an objection, except if the Customer was recognized by the Supervisory System on a route different from the presumed route and as a result, an administrative procedure to impose a fine is (was) initiated on the basis of Point a) of Clause 2.4.4 (“Imposing fines with regard to 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 using 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 OBU on toll and non-toll sections, if it uses a Toll Declaration Operator for toll payment.
- b) The Customer is obliged to accept, if it does not imputably ensure the operability of OBU or intentionally makes the OBU inoperable and travels with the Motor Vehicle, that the Toll Declaration Operator sends a skipping report to the UD Toll System if its conditions are met; on the other hand, such conduct makes it difficult or impossible to evidence that the Motor Vehicle was not used on toll sections.

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

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

2.5. Deleted, no text in force

2.6. Tasks and obligations with regard to number of axles statement (VTC)

One of the basic elements of Toll determination shall be the classification of vehicles into VTC classes based on the number of axles. As far as the Toll Declaration is concerned, the axles of the vehicle shall be taken into consideration as follows:

- a) all the axles of the Motor Vehicle or the Articulated Vehicle Combination shall be taken into consideration, including all axles unused (drawn in) during the journey,
- b) For trailers attached to the Motor Vehicle, all axles of the trailer plus the number of Motor Vehicle axles shall be taken into consideration, including all axles unused (drawn in) during the journey.
- c) When towing using a tow bar, both the towing and the towed vehicles must have road use authorizations for their respective relevant categories.

The Road User shall and shall be liable to record the VTC 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 VTC classification based on the number of axles with respect to the given vehicle, Tolls shall be calculated based on the current axle number to be established in accordance with Clause 2.6.

2.6.1 VTC (number of axles) Data Reporting obligation

If, during the registration, the Customer wants to make the statement on the VTC through the Toll Declaration Operator, and this registration is not rejected by the Toll Declaration Operator but is thereby accepted, the Toll Declaration Operator is to comply with the obligations under Clause 2.6 in order to successfully complete the VTC statement. The data reporting does not cover the provision of the current VTC value, which will be attributed to the data reporting by the UD Toll System taking the current data into account. 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 data on the number of axles (VTC) directly through the UD Toll System and the Toll Declaration Operator gets no notification of this from the UD Toll System.

2.6.2 Procedure of the setting on the VTC and the new VTC value taking effect

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

- a.) the Customer or the Road User sets the VTC value
- b.) The Toll Declaration Operator notifies the UD Toll System of the fact of the statement and the new VTC value, through the interface
- c.) The UD Toll System notifies the Person to be notified of the new VTC value in an email
The new VTC becomes effective by (sending) this notification,

- d.) The UD Toll System notifies the Toll Declaration Operator of the VTC becoming effective by indicating the time when the VTC becomes effective (ITS).

2.6.3 Notification obligation of the Toll Declaration Operator, related to the setting on VTC data (number of axles)

The Toll Declaration Operator shall send notification to the Person to be Notified on the VTC setting taking effect of immediately upon becoming aware of the VTC value taking effect, but within 30 seconds at the latest, by 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 through the UD Toll System.

The notification is sufficient if the person changing the VTC 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, confirmation shall change in such a way that the person initiating the VTC change shall be notified of the fact that the new VTC classification has become effective.

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

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

repeats this cycle multiple times. If the new VTC does not become effective (or the response time is over) the OBU indicates with a long tone and steady rapid flashing by the LED that the new VTC did not come into effect.

2.6.4 Information for Customers and Road Users

Pending the VTC change becoming effective, the UD Toll System attributes the old VTC to the data reporting by the Toll Declaration Operator and so Customers must pay special attention not to participate in traffic with the new number of axles before the change becomes effective since it results in unauthorized 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 in other provisions of the GTC.

Every notification, unless otherwise provided in the GTC, shall be sent to the Person to be Notified by telephone, SMS or via email, by using the effective registered contact details and in a way and with content 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. Notification shall also be deemed to be performed if the notification of the Customer (Road User) fails for 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 several Motor Vehicles with the same phone number or email address at one Toll Declaration Operator and the notification concerns more than 20 Motor Vehicles of one Customer which were registered with the same telephone number or email address, 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 Motor Vehicles concerned by the notification; however, in the notifying email it shall give a full list of the registration numbers of the Motor 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 Motor Vehicles concerned by the notification, however, it shall give a full list of the registration numbers of the Motor Vehicles concerned by the notification during the call;
 - b) it may send notification in one SMS regarding all Motor Vehicles concerned by the notification, and in the SMS it does not have to give a full list of the registration numbers of the Motor Vehicles concerned by the notification, but shall refer to the notifications performed through other channels, provided that the phone call in terms of point a) was completed successfully in such a way that the provision (reconciliation) of the full list of the registration numbers regarding all Motor Vehicles concerned by the notification was actually and successfully achieved.

3.1 Log-in of a Contracted Toll Payer and registration of further Motor 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 Motor Vehicles under the following terms and conditions.

a) Procurement of the OBU by the Contracted Toll-payer

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

- i) if a person is already registered with 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 OBU installed or mounted, or
- ii) by purchasing an OBU self-installed by the Contracted Toll-payer and which has previously been registered with the Toll Declaration Operator and sold in shops mainly for Data Reporting.

Procuring and commissioning the On-Board Unit 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) are 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 UD Toll 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 identity 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 respond in real time within 5 seconds and the response shall state whether contacting was successful or not and, in the event of a failed contact, the reason for the failure. The confirmation must 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 VTC statement also through the OBU registered in the Toll Declaration Operator's system, the Toll Declaration Operator shall make a declaration on whether it would undertake to perform the data reporting this way. The rejection of a requested VTC 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 OBU

but by applying other verifiably and documented technical solutions, 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 VTC 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 can be 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 mode). Following the successful completion of the registration, NTPS notifies the Person to be Notified of the successful registration via e-mail.

3.2 On-Board Unit fault

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

- a) The Toll Declaration Operator shall notify the Person to be Notified of the OBU fault 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 fault detection, a short description of the fault 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 OBU and the system, the malfunction can undoubtedly or most probably be identified (for example, with regard to a continuous OBU where no ignition is required for operation). *At the Contracted Toll-payer's written request and at its own risk, the Toll Declaration Operator has the right to refrain from sending a phone or SMS notice on faults affecting OBUs. 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 the possibility of being fined for the faulty OBU.*
- b) The Toll Declaration Operator shall notify the Person to be Notified of the resolved OBU fault 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 fault resolution, a short description of the fault 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 OBU and the system, the malfunction can undoubtedly or most probably be identified (for example, with regard to a continuous OBU where no ignition is required for operation). *At the Contracted Toll-payer's written request and at its own risk, the Toll Declaration Operator has the right to refrain from sending a phone or SMS notice on faults affecting OBUs. 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 the possibility of being fined for the faulty OBU.*
- c) In the event of a fault, the Contracted Toll-payer and/or the Road User shall buy a Route Ticket if it is notified by the Toll Declaration Operator of an OBU fault or if it detects the fault itself.
- d) In the event of an OBU fault, if, as a result of the fault, the Bound Toll Service Provider does not receive Data Reporting, penalty proceedings may be launched, irrespective of what the OBU fault 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, at the Contracted Toll-payer's request, the Toll Declaration Operator refrains from sending the notice, this shall not prevent a fine from being levied on the Contracted Toll-payer or Road User, the Toll Declaration Operator shall be liable for the fine or any other legal consequences arising from the lack of notice.*

3.3 Malfunction

Once the fault has been managed or at any time at the Bound Toll Service Provider's request, the Toll Declaration Operator shall disclose and hand over all proof of the reason for and existence of the fault, and also the Toll Declaration Operator shall allow immediately upon request and unconditionally the inspection of the fault on site.

If possible, malfunctions shall be reported on the fault reporting interface of the UD Toll System specifically designed for Toll Declaration Operators, and also confirm the fault report over the telephone with the UD Toll System's Service Desk. When reporting the fault, the identification code of the Toll Declaration Operator that ensures confidentiality and data protection shall be indicated. The timely detection of malfunctions is in the fundamental interest of the NTPS, Toll Declaration Operators, and customers, with a view to which the Toll Declaration Operators must operate a system (comprehensive system on IT, Customer Service, supervisory and customer side) that enables them to detect malfunctions immediately, but in any case not later than within 60 minutes of their occurrence. 60 minutes after the occurrence of the malfunction, it shall be considered detected, even if the Toll Declaration Operator has not reported it and disputes its detection.

3.3.1 Malfunction Causing Data Delay

A comprehensive fault or a fault in the Processing System affecting several Contracted Toll-payers and/or Road Users, i.e. not a fault caused by individual OBUs under Clause 3.2 ("On-Board Unit Fault"), as a result of which Data Reporting is not received en masse but, once the fault 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. Even in this case, data reporting should be performed by applying the general rules, i.e. any data reporting performed after the absolute timeout or in violation of further requirements connected to the row major ordering of data reporting will not result in road use authorization. Accordingly, data reporting not taking into account the general rules will not be suitable, in the case under this clause either, for creating road use authorization.

- a) Following the occurrence of the fault, the Toll Declaration Operator shall immediately (within 60 minutes) report the fault 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 of them, to ensure that no penalty proceedings are initiated against the affected vehicles. When the report is submitted, the fault time shall also be indicated together with the reason for the fault to establish whether the fault is imputed to the Toll Declaration Operator or not. Until the Toll Declaration Operator reports no fault, all Unauthorized Road Users shall be subject to penalty. Also, Unauthorized Road Users shall be subject to penalty if, following the receipt of data, Unauthorized Road Use is deemed to have occurred for other reasons (e.g. lack of balance). Immediately after the correction of the fault (within 20 minutes), it needs to be reported to the Bound Toll Service Provider.
- b) After the fault is corrected within the due time, the data will arrive at the Bound Toll Service Provider.
- c) The fault shall be corrected within 24 hours, unless the reason for the fault 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 fault report as specified in Schedule 5,
- ii) until the fault is cleared (time within 24 hours, otherwise for 24 hours), or in the event of switching to the situation described in Clause 3.3.2 (“Material Malfunction”) until the switch, as well as for the period from the switch until the deadline specified in Clause 3.3.2, it shall pay for any Lost Profit that is not caused by a factor beyond its liability. (During the 24 hours the Toll Declaration Operator may at any time switch to the fault 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 a failure, the Toll Declaration Operator shall notify the Person to be Notified, in line with Clause 3.2. (On-Board Unit Fault), that it is liable for replenishing and monitoring the balance because of the fault. The notice shall specify the time of fault detection, a short description of the fault and the registration number of the vehicle(s) affected. The fault shall not give exemption from paying a penalty for hitting zero balance. Between the 19th and 23rd hour of the malfunction, the Toll Declaration Operator shall notify all Persons to be Notified if they are obliged to buy Route Tickets as of the 24th hour of the malfunction. Notice to customers shall be delivered by e-mail, SMS or over the phone. Content: Fault report, description of the reason for it, the time from which the Customer is obliged to purchase a Route Ticket and the registration number of the vehicle for which the Route Ticket is to be purchased. Warning that failure to buy a Route Ticker results in unauthorized road use and may entail a Penalty. The Toll Declaration Operator shall notify the Person to be Notified in the same way as the fault 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 faults beyond liability: If the cause of the fault is beyond the liability scope of the Toll Declaration Operator, it may make up for lost Data Reporting between the fault reporting time and the 24th hour, at a later time by paying due regard to the requirements and deadlines pertaining to row major ordering.

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

If the reason for the fault is beyond liability but, based on it, it can be established or assumed that it will be a case pursuant to Clause 3.3.2 (“Material Malfunction”), the Toll Declaration Operator shall proceed as per the case stipulated in Clause 3.3.2. If the fault beyond the liability of the Toll Declaration Operator continues after 2 hours, the Toll Declaration Operator shall again proceed according to the provisions of Clause 3.3.2 (hereinafter: Switching to Malfunction Causing Data Loss). 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. The Toll Declaration Operator shall report the event of Switching to Malfunction Causing Data Loss immediately, but in any case simultaneously with the expiry of the deadline of two hours for recovery. Failure to submit such report shall be considered as an event of default in accordance with Clause 10.7 b) of the GTC, and sanctions shall be applied accordingly.

3.3.2 Serious Malfunction

A complete Processing System fault or a Processing System fault affecting several Toll-payers and/or Road Users, so not the fault caused by the individual OBU as discussed in Clause 3.2 (“On-

Board Unit Fault”), as a result of which Data Recording is not received en masse, and the failure is a fault of which the Toll Declaration Operator knows at the time of it being reported due to which, even in the event of recovery, it will be unable to send Data Reporting subsequently for the period after the failure commencement time. In this case:

- a) The Toll Declaration Operator shall report the fault to the Bound Toll Service Provider in line with Clause 3.3.1 (“Malfunction Causing Data Delay”) immediately (within 60 minutes) upon the occurrence the fault. Immediately after the correction of the fault (within 20 minutes), it needs to be reported to the Bound Toll Service Provider.
- b) The Toll Declaration Operator shall notify the Persons to be Notified of the fault within 4 hours, and, subject to this, all Contracted Toll-payers of the relevant Toll Declaration Operator shall be granted Temporary Exemption from penalty for 5 hours. 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 by e-mail, SMS or over the phone. Content: Fault report, description of the reason for it, the time from which the Customer is obliged to purchase a Route Ticket and the registration number of the vehicle for which the Route Ticket is to be purchased. Warning that failure to buy a Route Ticket shall result in unauthorized road use and may entail a Penalty.
- c) Following the expiration of the Temporary Exemption, Contracted Toll-payers and/or Road Users must 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 fault resolution the Toll Declaration Operator shall pay Lost Profit for the maximum 5-hour period.

3.4 Modification of registered data

Should the Contracted Toll-payer and/or Road User wish to modify their 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 UD Toll 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 shall inform the Toll Declaration Operator by sending at least part of the data content of the registration and at the same time inquires after the identity 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 respond in real time within 5 seconds and the response shall state whether contacting was successful or not and, in the event 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 VTC statement also through the OBU registered in the Toll Declaration Operator's system, the Parties shall act in line with Clause 3.1. ("Entry by Contracted Toll-payer and registration of further Motor Vehicles for the relevant Contracted Toll-payer") point (c) iii).

iv.) If the Customer states that it no longer wants to set its VTC categories through the Toll Declaration Operator's system, 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 UD Toll 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, NTPS shall notify the former and new Person to be Notified of the successful change in 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, 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 UD Toll 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 respond in real time within 5 seconds and the response shall state whether contacting was successful or not and, in the event 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 registration.

3.6 Termination of the agreement between the Toll Declaration Operator and the Contracted Toll-payer or the suspension of the service, as well as 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 OBU, 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 termination. Notice to customers shall be delivered by e-mail, SMS or over the phone. Its content for the Person to be Notified: The reason for which the Contracted Toll-payer (or Road User as the case may be) is obliged to purchase Route Tickets, starting from when and for a vehicle of what registration number. Warning that failure to buy a Route Ticker results in unauthorized road use 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 expiration of the time specified, the Toll Declaration Operator may terminate Data Reporting and other data delivery with regard to the Customer via the interface.

Suspension or termination is conditional upon proper notification.

If the Operator withdraws the suspension, it must concurrently notify the Customer and 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 by e-mail, SMS or over the phone. Content: The reason for which the Customer is obliged to purchase Route Tickets, from what time and for a vehicle of what registration number. Warning that failure to buy a Route Ticket shall result in unauthorized road use and may entail a Penalty. The method of notification of the withdrawal of suspension is the same as specified for the notification of 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 OBU. 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 On-Board Unit commercially available or previously registered in the Toll Declaration Operator's system

The Toll Declaration Operator shall assign the number unambiguously identifying OBUs (specific identification code of the OBU) to all OBUs 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 an OBU consists of 12 digits that are ordered as follows: **9BBXXXXXXXXXC**, where

9 (Digit 1): 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 On-Board Unit registered in the relevant Toll Declaration Operator's system (using random identification codes is recommended),

C (Digit 12): LUHN standard control number.

The specific identification codes of all OBUs to be marketed (and not yet marketed) or already sold and registered in its system and 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 OBUs and send 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 shall immediately (within 5 sec) respond to inquiries sent by the Bound Toll Service Provider's system to identify any OBU.

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 proceedings 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 Operator 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 the 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 six months at least, 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 Fault identification and fault reporting obligation

Should the Toll Declaration Operator identify a fault that reasonably causes data quality to deteriorate in the Section and Session Matching algorithm or in the map layer, the Toll Declaration Operator shall report the fault to the Bound Toll Service Provider, with a proposed solution if possible. If the Bound Toll Service Provider identifies similar faults, and there are fault corrections already developed, the Toll Declaration Operator shall implement the fault corrections sent to the Toll Declaration Operator by email (which 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 fault identified either by the Toll Declaration Operator or by the Bound Toll Service Provider, the Toll Declaration Operators shall provide appropriate resources and competences for resolving the fault, and they shall actively participate in the correction of the fault 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 a fault in the registration or Client information in general, it must then notify NTPS and the Person to be Notified without delay.

3.12 Suspending, restarting charging activity

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

- a) delay the commencement of the charging activity, or
- b) terminates

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, 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 the 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 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 the Toll Declaration Operator is not obliged to deliver data covering the period of the suspension, not even once the suspension is over. 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 no more than 12 hours from the end of the suspension.

The same rule applies if the Bound Toll Service Provider serves an order to delay, suspend or terminate operation with respect to certain Single Tolerated 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 that restart, and the Toll Declaration Operator shall restart sending Data Reporting from that date on.

In case of suspended charging activity, the period of suspension will not be counted into the deadlines under this policy, with the exception of tolerance time, absolute timeout and SLA6. Accordingly it should be disregarded in particular in the calculation of the SLA1, SLA2, SLA3 and SLA4 levels under Clause 4 and in setting the deadline for the row major ordering data reporting obligation.

3.13 Changes in the Toll Road Network, toll sections

If the Toll Road Network changes, such a 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 no shorter than 10 days as specified by the Bound Toll Service Provider. As of the date set by the Bound Toll Service Provider, Data Reporting shall be made with respect to the modified Toll Sections.

3.14 Skipping protocol

With regard to a 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 UD Toll System through the route ticket Interface with the data requested there (e.g. country code and registration number of the vehicle affected, the start and end coordinates and time of skipping).

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

3.15 Suspending and restarting the activity of the Toll Declaration Operator

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.

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, 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 On-Board Unit at the request of the Bound Toll Service Provider (UD blacklist)

When, pursuant to the decision of the Bound Toll Service Operator, an on-board equipment is banned from the UD Toll System (being put on the blacklist), it shall notify 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 a ban as the reason for fault. (OBU banned). All data reportings connected to blacklisted OBUs will be rejected, however, irrespectively to this fact, the Operator will be obliged to continuously perform Data Reporting and it will be measured during the establishment of the service level. If no road use authorization had been established before recording the invalidated on-board units with regard to the road use when the ETS falls to a time before deleting from the registry of invalidated on-board units, then no road use authorization can be established.

3.17 Technical fault in the system of the Bound Toll Service Provider

If the UD Toll 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 ResultCode value set, it shall be attempted to resend the request 3 times, after waiting 30 seconds each time.

If the third attempt still results in the above fault, the technical support team of the Bound Toll Service Provider shall be notified as soon as possible in an email sent to servicedesk@nemzetiutdij.hu and they shall be provided the technical information necessary to detect the fault. In this situation, until the fault is rectified, data reporting resulting in an error must be retried every 10 minutes. The abovementioned procedure must also be conducted in the event of a request rejected with a technical error (error code 6).

3.18 Suspension of OBU at the initiative of the Toll Declaration Operator

Deleted.

3.19 Termination of the legal relationship regarding Data Reporting concerning On-Board Units upon the initiative of the Toll Declaration Operator

The Toll Declaration Operator can terminate by way of giving notice the Data Reporting connected to a specific on-board unit, by notifying 15 days before the termination date the Person to be Notified and the NTPS on the termination date. The Customer shall be notified before the NTPS. The notification towards the Person to be Notified shall contain registration number of the Motor Vehicle, the commencement date of the termination, the reasoning of the termination as well as the fact that from the date of the termination the Customer will be obliged to use other ways to obtain Road use authorization.

In case of termination, Data Reporting must be sent about the Road Use preceding the termination date, irrespectively to the fact of termination. The Data Reporting obligation applies to all Road Uses with an ETS time before the termination of the legal relation.

3.20. Termination of the legal relationship regarding Data Reporting concerning On-Board Units upon the initiative of the Toll Declaration Operator

The Toll Declaration Operator can also terminate with extraordinary notice the Data Reporting regarding a specific on-board unit, provided that the Person to be Notified and the NTPS is informed about the time of termination 1 hour before the termination date. The Customer shall be notified before the NTPS. The notification towards the Person to be Notified shall contain registration number of the Motor Vehicle, the commencement date of the termination, the reasoning of the termination as well as the fact that from the date of the termination the Customer will be obliged to use other ways to obtain Road use authorization.

In case of termination, Data Reporting must be sent about the Road Use preceding the termination date, irrespectively to the fact of termination. The Data Reporting obligation applies to all Road Uses with an ETS time before the termination of the legal relation.

4. Description of service levels (SLA)

The Toll Declaration Operator shall ensure the availability of all technical conditions necessary for meeting the SLAs 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) or disturbances (failures) of the central system of the Toll Declaration Operator due to hardware or software defects.

The Parties establish that the expected levels of the SLAs have already been determined with account being taken of those events not attributable to the Toll Declaration Operator; consequently, the Parties, when determining the levels of the SLAs, 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 in the OBUs up to a normal extent (including the expected number of outages of their main electrical supply), normal absence of mobile phone coverage and absence of 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 different event occurred compared to a 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 it 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 a contrary result cannot be derived from the interpretation of the SLA.

Compliance with the Service Levels in itself shall not mean full compliance with the contract; that is, the Operator may not make a claim toward third parties concerning its contractual performance merely with reference to the fact that the service levels were achieved.

4.1 Service levels measuring duration between the actual road use and the data reporting

Description of service level

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

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

Measurement Method

The following is necessary for SLA calculation:

- Event Time Stamp (concept defined under Clause 1.3.1. of Schedule 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 Schedule 1 of the GTC) is created in the UD Toll System 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.

SLA 1 – 15 minutes

Calculation Method

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

$$T = (\text{Insert_Time_Stamp}) - (\text{Event_Time_Stamp})$$

If 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 SLA8 Adequacy of content of Data reporting.

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

$$X = \frac{\sum \text{Data Reporting pcs } [T \leq 900\text{mp}]}{\sum \text{Data Reporting pcs}} * 100$$

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

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

Value of the service level

It is an expectation related to the service level that, in the measurement period, at least 96.00% of the data reportings shall arrive within 15 minutes after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X \geq 96.00\%$$

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 96.00% of all data reportings within 15 minutes, in the specific measurement period.

With regard to imposing sanctions, the provisions of Clause 4.2. shall apply.

SLA2 – 5 hours

Calculation Method

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

$$T = (\text{Insert_Time_Stamp}) - (\text{Event_Time_Stamp})$$

If 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 SLA8 Adequacy of content of Data reporting.

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

$$X = \frac{\sum \text{Data Reporting pcs } [T \leq 18\,000 \text{ sec}]}{\sum \text{Data Reporting pcs}} * 100$$

Value of X: percentage of those data reportings compared to all data reportings where the time between actual road use and the arrival into the UD Toll System is less than or equal to 5 hours.

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

Value of the service level

It is an expectation related to the service level that, in the measurement period, at least 99.00% of the data reportings shall arrive within 5 hours after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X \geq 99.00\%$$

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.

Sanctions in accordance with the SLA2

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than **99.00% of all data reportings within 5 hours** in the specific measurement period.

Every Toll Declaration Operator has the right to remove certain numbers of OBUs from the SLA2 measurement, for a specified time horizon, based on the number of OBUs operated by it. This shall mean that the data reports sent by the given OBU(s) will 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 OBUs of the given Toll Declaration Operator, registered on the 15th day of the reference month and in use by its customers for the purpose of toll payment. The following table shows the numbers of On-Board Units that the Toll Declaration Operator may remove from the SLA2 measurement within the specified time horizon:

On-Board Units (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 OBUs (minimum 12)	calendar half-year

The removable number of OBUs shall be established every calendar month, and this will be decreased by the number of OBUs previously removed within the given time horizon. The result shows the number of OBUs that might be removed by the Toll Declaration Operator in the given month. If 0 or a negative figure is calculated, the Toll Declaration Operator shall not be entitled to remove any OBU in the given month. The total number of on-board units removed in the given year should not exceed the Number of On-Board Units to be Excluded as applicable to the Operator.

With regard to imposing sanctions, the provisions of Clause 4.2. shall apply.

SLA3 – 5 days

Calculation Method

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

$$T = (\text{Insert_Time_Stamp}) - (\text{Event_Time_Stamp})$$

If 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 SLA8 Adequacy of content of Data reporting.

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

$$X = \frac{\sum \text{Data Reporting pcs } [T \leq 432\,000 \text{ sec}]}{\sum \text{Data Reporting pcs}} * 100$$

Value of X: percentage of those data reportings compared to all data reportings where the time between actual road use and the arrival into the UD Toll System is less than or equal to 5 days.

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

Value of the service level

It is an expectation related to the service level that, in the measurement period, at least 99.94% of the data reportings shall arrive within 5 days after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X \geq 99.94\%$$

Measurement Period

The fulfillment of the SLA3 shall be evaluated in respect of X for a calendar month, as follows. 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.

Sanctions in accordance with the SLA3

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than **99.94% of all data reportings within 5 days** in the specific measurement period.

Every Toll Declaration Operator has the right to remove certain numbers of OBUs from the SLA3 measurement, for a specified time horizon, based on the number of OBUs operated by it. This shall mean that the data reports sent by the given OBU(s) will not be considered during the SLA3 measurement. The Toll Declaration Operator shall only avail itself of this opportunity if it infringes the present SLA3 requirements in the given measurement period. The basis of the calculation would be the number of OBUs of the given Toll Declaration Operator, registered on the 15th day of the reference month and in use by its customers for the purpose of toll payment. The following table shows the numbers of On-Board Units that the Toll Declaration Operator may remove from the SLA3 measurement within the specified time horizon:

On-Board Units (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 OBUs (minimum 12)	calendar half-year

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

With regard to imposing sanctions, the provisions of Clause 4.2. shall apply.

SLA4 – 15 days

Calculation Method

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

$$T = (\text{Insert_Time_Stamp}) - (\text{Event_Time_Stamp})$$

If 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 SLA8 Adequacy of content of Data reporting.

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

$$X = \frac{\sum \text{Data Reporting pcs } [T \leq 1\,296\,000 \text{ mp}]}{\sum \text{Data Reporting pcs}} * 100$$

Value of X: percentage of those data reportings compared to all data reportings where the time between actual road use and the arrival into the UD Toll System is less than or equal to 15 days.

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

Value of the service level

It is an expectation related to the service level that in the measurement period at least 100.00% of the data reportings shall arrive within 15 days after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X = 100,00 \%$$

Measurement Period

The fulfillment of the SLA4 shall be evaluated in respect of X for a calendar month, as follows. 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.

Sanctions in accordance with the SLA4:

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than **100.00% of all data reportings within 15 days** in the specific measurement period.

With regard to sanctions, the provisions of Clause 4.2. shall be applicable.

Every Toll Declaration Operator has the right to remove certain numbers of OBUs from the **SLA4** measurement, for a specified time horizon, based on the number of OBUs operated by it. This shall mean that the data reports sent by the given OBU(s) will not be considered during the **SLA4** measurement. The Toll Declaration Operator shall only avail itself of this opportunity if it infringes the present **SLA4** requirements in the given measurement period. The basis of the calculation would be the number of OBUs of the given Toll Declaration Operator, registered on the 15th day of the reference month and in use by its customers for the purpose of toll payment. The following table shows the numbers of On-Board Units that the Toll Declaration Operator may remove from the **SLA4** measurement within the specified time horizon:

On-Board Units (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 OBUs (minimum 12)	calendar half-year

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

4.2. Sanctions in case of violating SLA1-SLA4

4.2.1 The following table contains the fault scores applicable in the event of violating SLA1, SLA2, SLA3 and SLA4:

	SLA1	SLA2	SLA3	SLA4
Expected value	96.00%	99.00%	99.94%	100.00%
Deviation value	0.10%	0.10%	0.01%	0.01%
Fault score	5	20	5	10

For the purpose of the application of this table:

- expected volume: the minimum value of the service level regarding the given SLA as specified in Clause 4.1. of GTC
- deviation volume: the measured value of deviation from SLA
- Fault score: a term connected to the provisions of the GTC's provisions on defective performance penalty

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than the expected volume of its all data reportings within the period specified in the relevant SLA, in the specific measurement period, excluding any data delay caused by a system error on the side of NTPS. In this case, every commenced percentage point under Clause 4.2.1. of the negative deviation volume shall result in a fault score also defined in Clause 4.2.1., to be calculated separately as SLA scores.

4.2.2. When the sum of the fault scores calculated according to 4.2.1. with regard to the relevant Operator is equal or more than

- a) 500 scores per month,
- b) 5000 scores per calendar year;

it is considered as a grave breach of contract. In such a case NTPS may terminate the contract with immediate effect.

4.3 SLA5 – Availability of the Processing System

Description of service level

SLA5 pertains to the downtime of the central system of the Toll Declaration Operator, causing data loss, irrespective of the reason for the failure, i.e. events such as electricity power outage, server malfunctions, software defects, water damage, etc. shall not be disregarded during the calculation. The SLA5 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 outage causing data loss). The SLA5 unit of time shall be in minutes.

Calculation Method

The period of each outage 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).

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

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 99.7% in each month.

Measurement Period

Fulfillment of SLA5 shall be examined for a calendar month.

Minimum Service Level, legal consequences of the violation of the Service Level

It shall be deemed an SLA infringement if the availability of the Toll Declaration Operator's processing system falls below 99.7% within the given calendar month without reaching the limit of 99.5%. In this case every commenced 0.1 percentage point deviation gives rise to 30 fault scores. In the event the availability of the processing systems falls below 99.5%, NTPS may terminate the Individual Agreement, effective immediately.

4.4 SLA6– Malfunction Causing Data Delay

Description of service level

SLA6 pertains to the failure time of the central system of the Toll Declaration Operator, causing data delay, irrespective of the reason for the failure, i.e. events such as electricity power outage, server malfunctions, software defects, water damage, etc. shall not be disregarded during the calculation.

Measurement Method

The obligation of the Toll Declaration Operator, pursuant to the GTC, is to report failures that had resulted in data delay towards the Bound Toll Service Provider. The basis of the measurement shall be the dates in the reports made on the failure causing data delay 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 outage causing data loss). The SLA6 unit of time shall be in minutes.

Calculation Method

The period of each failure 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 failure causing data delay) (T_1, T_2, \dots, T_n).

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

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 delay, shall reach 99.6% in each measurement period.

Measurement Period

The performance of SLA6 shall be examined by calendar half year. In case of a fragmented period, this period is to be measured together with the subsequent calendar half-year.

Minimum Service Level

It shall be deemed as an SLA infringement if the availability of the Toll Declaration Operator's processing system falls below 99.6% within one half-year. In this case every commenced 0.1 percentage point deviation gives rise to 30 fault scores. When the Operator pays Lost Profits because of a Malfunction causing data delay, its amount can include the fault score imposed due to the violation of SLA6.

4.5 SLA7 – Handling of Skipping report requests

Description of service level

It shall be of exceptional importance from the operational perspective of the UD Toll System that:

- the sampling frequency of Toll Declaration Operators is of such an extent that Skipping Reports are made only in the rarest of cases;
- those Customers who misuse their On-Board Units or do not ensure their continuous operation 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.

Calculation Method

The basis of the measurement shall be the number of Skipping Reports sent by the Toll Declaration Operator in the measurement period, which shall be compared with the total number of Data Reportings projected onto the same period.

The calculation shall be made using the following formula:

$$X = \frac{\sum \text{number of skipping reports sent pcs}}{\sum \text{Data Reporting pcs}} * 100$$

Value X: percentage of Skipping Reports sent relative to the total number of Data Reportings.

Value of the service level

It is an expectation related to the service level that in the measurement period the number of skipping reports sent by the Toll Declaration Operator should not exceed 0.1% of the total number of Data Reportings. The following formula shall apply, taking into account the variable defined above:

$$X \leq 0.1 \%$$

Measurement Period

The measurement period is one calendar month. All skipping reports and Data Reportings where the reception date of the skipping report sent by the Toll Declaration Operator into the UD Toll System (ITS) falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month shall fall within the measurement period.

Sanctions in accordance with the SLA7

It shall qualify as an infringement of the SLA if the total number of Skipping Reports sent by the Toll Declaration Operator within the given measurement period exceeds 0.1% of the total number of Data Reportings. In this case every 0.01 percentage point deviation commenced gives rise to 2 fault scores.

4.6. SLA8 – Adequacy of content of the Data Reporting

Description of service level

SLA8 is for examining the adequacy of the content of the Data Reports sent by the Toll Declaration Operator.

Calculation Method

The service level shall be calculated by determining the Data Reportings with incorrect content. All Data Reportings sent by the Toll Declaration Operator shall qualify as Data Reporting with incorrect content which was rejected using the following ResultCodes determined in the BK Interface description: 2, 4, 7, 21, 22, 24.

The calculation shall be made using the following formula:

$$X = \frac{\sum \text{Data Reporting pcs} - \sum \text{Data Reporting with incorrect content pcs}}{\sum \text{Data Reporting pcs}} * 100$$

Value X: percentage of data reporting with correct content related to the total number of data reportings

Value of the service level

The value of the required service level is 99.98%, which means that the data reporting with correct content sent by the Toll Declaration Operator shall cover at least 99.8% of the total number of data reportings within a measurement period.

$$X \geq 99.98\%$$

Measurement Period

The measurement period is one calendar month. The measurement period is one calendar month. All data reports 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 shall fall within the projection base.

Minimum Service Level and faults

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

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

4.7 SLA9 – Response time of the Processing System

Description of service level

The service level pertains to the response time of the feedback – given through the Interface as well – to requests 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 OBU or its modification, a request is sent to 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 over-running the 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.

$$Y = \frac{\sum \text{Kérés db [ahol } 0 \leq T \leq 5 \text{ mp]}}{\sum \text{Kérés db}} * 100$$

$$Z = \frac{\sum \text{Kérés db [ahol } 20 \text{ mp} < T] + \sum \text{Kérés db [ahol } T < 0 \text{ mp]}}{\sum \text{Kérés db}} * 100$$

Value Y: it shows the percentage of requests with a 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 a response time more than 20 seconds or with a 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.

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

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

Value of the service level

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

$$Y \geq 99.5\%$$

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

$$Z = 0.00\%$$

If, within one measurement period, the total number of requests is less than 20, the value of the service level will not be applied.

Measurement Period

The measurement period is one calendar month. All response time related to the requests coming from the UD Toll System to the Processing System of the Toll Declaration Operator 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 given period.

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 all requests received by the Processing System of the Toll Declaration Operator from the UD Toll System in the given measurement period within 5 seconds ($Y < 99.5\%$), and it sends responses after 20 secs or does not respond at all ($Z > 0\%$).

In these cases the following sanctions shall apply:

- If $Y < 99.5\%$ 1 fault score after each commenced 0.1 percentage point of deviation
- If $Z > 0\%$ 10 fault scores after each commenced 0.1 percentage point of deviation

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

- Responses over 5 s but within 20 s triggers 1 fault score ($V * 1$ fault score)
- Timed out responses, or responses over 20 s trigger 10 fault scores ($W * 10$ fault scores)

4.8 SLA10 –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 customers may report their complaints and raise their questions. One of these channels is the Call Center. With regard to a Call Center, the waiting time needed before being connected to the operator is a factor greatly influencing customer satisfaction. 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 in the measurement period, where the customer selected a menu point from the IVR system, which forwarded their call to the operator. With regard to 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 several menu or submenu points) as well as connection to the administrator (in seconds).

IMPORTANT, 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 a 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 (e.g. temporary failure of the IVR system, etc.).

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

$$x = \frac{\sum_{i=0}^{\text{Hívások db [ahol operátor érintett]}} (\text{operátor bejelentkezés időpont}) - (\text{menüválasztás időpont})}{\text{Hívások db [ahol operátor érintett]}}$$

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 cases, requiring the connection of the operator, the average waiting time necessary for connection to the operator shall not exceed 180 seconds. Expressed by the following formula:

$$x < 180$$

Measurement Period

Fulfillment of SLA10 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 SLA10

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 fault scores.

4.9 SLA11 – 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 cannot 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 enough channels so that every user call, irrespective of the number of concurrent calls, may arrive continuously into the Call Center's IVR system. Those calls that do not

arrive into the IVR system due to an insufficient number of channels compared to demand shall also be deemed to be 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 appropriate frequency.

Measurement Method

The measurement shall take 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 rejected since they do not reach the IVR due to undersizing, into account.

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:

$$\text{Arány} = \frac{\sum \text{fel nem dolgozott hívások száma} - 30\text{mp megszakadt hívások száma}}{\sum \text{kapcsolt hívások száma}} * 100$$

where:

- a completed call is a call that runs through the menu points of the IVR and is connected to the administrator
- a not processed call is a 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 pass without connection to 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 those calls that are disconnected within 30 seconds).

Measurement Period

Fulfillment of SLA11 shall be examined for a 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 of SLA11

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

4.10 SLA12 – 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 a maximum of 4 hours, either automatically or by way of personal contribution.

The Toll Declaration Operator 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 by email, SMS and on the phone as well, the latest date of the above shall be taken into account for the calculation of SLA12.

Calculation Method

For calculating the actually performed service level, the difference between the times (*Customer notification time*) of all Customer Notifications related to a customer notification event giving rise to complete data reporting by the Toll Declaration Operator shall be determined.

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

$$T_{\text{Kíértésítés}} = (\text{Ügyfél kiértésítés időpontja}) - (\text{Üzemhiba bejelentés időpontja} + 1140 \text{ perc})$$

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

$$T_{\text{Kíértésítés}} = (\text{Ügyfél kiértésítés időpontja}) - (\text{Üzemhiba bejelentés időpontja})$$

Value of the service level

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

$$T_{\text{Kíértésítés}} \leq 240 \text{ perc}$$

Since every notification shall be performed within 240 minutes, the highest of the $T_{\text{Kíértésítés}}$ values shall be checked during the evaluation of the fulfillment of SLA12, i.e.:

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

If $X \leq 240$ minutes, the SLA12 shall be deemed to be performed in the specific measurement period.

Measurement Period

Fulfillment of SLA12 shall be examined for a calendar month. Every breakdown, occurring in the calendar month and entailing the notification of the total customer base shall be taken into account.

Faults for infringement of SLA12

Infringement of the SLA occurs if $X > 240 \text{ min}$. In this case, each commenced 10 minutes above 240 minutes triggers 100 fault scores.

4.11 SLA 13 – Carrying out Consecutive Data Reporting

Description of service level

The purpose of SLA13 is to check the performance of consecutive Data Reporting, which the present GTC prescribes as a task of the Toll Declaration Operator. SLA13 determines the maximum percentage of Data Reportings rejected in the measurement period for a breach of the consecutive ordering, as projected on the total number of Data Reportings, for which the Operator is still not

required to pay a penalty, and it also includes the methodology for the calculation of the penalty to be imposed in the event of a breach of the SLA.

Calculation Method

The basis of the measurement shall be the number of Data Reportings rejected by the Toll Declaration Operator in the measurement period for a breach of the consecutive ordering, which is compared against the total number of Data Reportings in the same period. No Data Reporting may be exempted from the calculation, even in the event of a malfunction, regardless of whether it is a malfunction within the Operator's scope of responsibility or not.

$$X = \frac{\sum \text{Data Reportings rejected with error code 18, pcs}}{\sum \text{Data Reporting pcs}} * 100$$

Value of X: percentage of those Data Reportings compared to all Data Reportings that were rejected by the UD Toll System due to violation of consecutive ordering (error code 18) (also including no. 18 responses given to skipping reports)

Value of the service level

It is an expectation related to the service level that the number of Data Reportings rejected by the UD system due to violation of consecutive ordering shall not exceed 0.02% of all data reporting by the Operator in the measurement period. The following formula shall apply, taking into account the variable defined above:

$$X \leq 0.02 \%$$

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.

Sanctions in accordance with SLA13

It shall qualify as an infringement of SLA if more than 0.02% of all Data Reportings of a Toll Declaration Operator are rejected in a given measurement period due to violation of consecutive ordering. In this case every commenced 0.01 percentage point deviation gives rise to 30 fault scores. If the service level calculated for SLA13 exceeds 0.05%, NTPS may terminate the Individual Agreement with immediate effect.

4.12 The process of imposing penalties in the event of a violation of an SLA level

NTPS shall check the service report sent by the Toll Declaration Operator, and if it finds any difference it shall determine the service level performed on the basis of its own data from the UD system, and shall calculate the extent of the relevant penalty on the basis of the above.

It shall then issue an invoice in the amount of the penalty determined, which it shall send to the Operator within 30 days of the evaluation period.

If the Operator disputes the extent of the penalty shown on the invoice, it may indicate its objection within 30 days after the receipt of the notification to NTPS, which shall reply to the objection within an additional 30 days. Failure to meet the above deadlines shall constitute a waiver of the right to dispute the penalty.

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.

b) Certificate of expertise

ba) Description of the requirement: GIS engineer: 1 person employed in full time or in some other employment-like relationship, with GIS or relevant higher technical qualifications and at least 3 years relevant experience.

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

bb) Description of the requirement: arrange for Call Center complying at least with the following specifications:

- (i) all customers per Motor Vehicles shall be notified within 4 hours (automatically or with personal cooperation);
- (ii) 180 seconds waiting time, which means the period between the selection from the IVR and the connection of the operator. It is calculated by dividing the total waiting time by the total number of calls;
- (iii) customer service representative 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 Center system relative to the total number of the calls and in terms of which lost calls are those where the call was disconnected following the IVR selection and while 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 licencing procedure defined under Schedule 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).

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. Rate of 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 (with regard to service use: agreement; with regard to provisions from its own resources: Call Center reports; no report needed at the time of accession audit).

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

- (i) minimum 1 person/5000 Motor 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 (with regard to service use: agreement; with regard to provisions from its own resources: Call Center reports; no report needed 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 utilization proportion.

Certificate of compliance: Delivering supporting documents.

Schedule 2

Preconditions of receiving Data Reporting

1. Terms and conditions for specifying the Commencement Date

- 1.1. The Operator is granted a license 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 this Schedule and a valid connection licence was issued to the Operator.
- 1.2. Once the conditions above are met, NTPS shall provide in the connection licence 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 for 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 a liability insurance policy under Clause 7.3 of the GTC (“Clause 7.2 The Operator undertakes to maintain liability insurance from the Commencement Date during the term of the Individual Agreement that complies with the following requirements”) before the connection license is issued by NTPS and shall send it to NTPS immediately after the conclusion of the policy.
- c) At 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 with 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 condition that, if the Operator fails to supply, the Auditor shall adopt its decision based on the information available.
- d) As reimbursement for 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 while the lump sum fee of the connection licensing procedure is not paid by the Operator to the Auditor.

The amount of the lump sum fee shall depend on the location of the Toll Declaration Operator’s registered office:

- (i) in case of having a registered office in Hungary: HUF 297,000 + VAT

- (i) in case of having a registered office in abroad: EUR 1000

In addition, NTPS may charge an extra fee in excess of the lump sum fee of the connection licensing procedure. The amount of the extra fee shall increase in proportion with the distance from Budapest of the Toll Declaration Operator's audited registered site*:

- (i) audited registered site located in Budapest: audit lump sum fee + a single flat rate cost reimbursement of HUF 6000 + VAT
- (ii) audited registered site located outside Budapest: audit lump sum fee + flat rate cost reimbursement of HUF 6000 + VAT per each 100 km commenced
- (iii) audited registered site located abroad:
 - in EU Member States: audit lump sum fee + cost reimbursement of EUR 1100
 - outside EU Member States: audit lump sum fee + cost reimbursement of EUR 1400

*Audited registered site: the place of central administration where the Toll Declaration Operator permanently pursues an activity aimed at gaining profits. In addition, where the instruments, documents necessary for providing the service are available, and the Toll Declaration Operator can hand them over to NTPS staff members in charge if 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, NTPS shall issue the connection license within 3 business days following the statement of the Auditor having arrived at NTPS.

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

2.2. Connection conditions

As a condition for connection, the Auditor shall inspect whether 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 and 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 7.3 of the GTC;

c) it complies with the terms and conditions corresponding the technical specifications under Schedule 1 of Schedule 5. ("Requirements to be continuously met during the operation") and required for the performance of the obligations specified 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 Act;

e) it complies with the other technical conditions stipulated in Clause Schedule 1 of 5 (“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 and instead to request the Operator’s declaration to this effect. The Auditor is entitled to verify the content of such a declaration or, at its own discretion, accept the Operator’s declaration as compliance with the condition, with the proviso that, in the final event, the Auditor has the right to verify compliance with the conditions, even subsequently.

The Operator shall meet the conditions for the connection under this Schedule 2 for 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 Subsection 2 of the GTC (“Entry into force and termination of the Individual Agreement”).

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

See the provisions under Clause Schedule 1 5 (“Requirements to be continuously met during the operation).

2.4 Cost of annual ordinary and extraordinary audits

Basic fee of annual ordinary and extraordinary audits:

(i) in case of having a registered office in Hungary: HUF 150,000 + VAT

(i) in case of having a registered office in abroad: EUR 500

In addition, the extra cost reimbursement of audits shall increase in proportion with the distance from Budapest of the Toll Declaration Operator’s audited registered site*:

(i) audited registered site located in Budapest: audit lump sum fee + a single flat rate cost reimbursement of HUF 6000 + VAT

(ii) audited registered site located outside Budapest: audit lump sum fee + flat rate cost reimbursement of HUF 6000 + VAT per each 100 km commenced

(iii) audited registered site located abroad:

○ in EU Member States: audit lump sum fee + cost reimbursement of EUR 1100

○ outside EU Member States: audit lump sum fee + cost reimbursement of EUR 1400

*Audited registered site: the place of central administration where the Toll Declaration Operator permanently pursues an activity aimed at gaining profits. In addition, where the instruments, documents necessary for providing the service are available, and the Toll Declaration Operator can hand them over to NTPS staff members in charge if 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 motor 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 as being 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 Motor Vehicle data: registration number, country code, emission class, minimum number of axles;
- e) data of receiving Data Reporting and the details of the Road Use Authorization 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 events where damages are to be 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 a delay, but no loss of data is expected regarding the data forwarded by the OBUs, and</p> <p>b) following the notice under paragraph a), the Operator is unable to perform a missing Data Reporting task within the time specified for remedying the defect in connection with Late Data under Clause 3.3.1 of Schedule 1 of the GTC (“Malfunction causing data delay”)</p> <p>(the time period exceeding the time defined for remedying the defect in connection with Data Delay until the date Data Reporting is duly re-commenced: “period affected by the lack of data”).</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 OBUs 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 periods having the traffic features below (“time interval affected by the lack of data”):</p> <p>a) limited traffic of heavy goods vehicles applicable or not (“restricted traffic for HGV”);</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 (between 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: “base time intervals”)</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, in the period since the effective date of the Agreement, but in an a period of at least two months);</p> <p>b) the total length of each base time interval in question, expressed in hours and rounded (“total duration of the given base interval”);</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: “average base Lost Profit per hour”).</p> <p>A1.3. NTPS shall multiply the duration of each time interval affected by the lack of data by 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 Lost Profit calculated the above way.</p> <p>A2. If the Agreement between NTPS has not been in effect for two months, the damage qualifying as the payable Lost Profit will not be calculated based on previous data provided by the Operator, but instead on the data of all toll declaration operators contracted by NTPS with a Motor Vehicle Fleet similar to that of the Operator. A Similar Motor Vehicle Fleet shall mean the fleet of other toll declaration operators differing from the Motor Vehicle Fleet only by a maximum of 25% on the issue date of the Operator’s accession license.</p> <p>A3. If, according to the notice, the deficiency does not affect all the OBUs of the Operator, but only a certain number of them, the calculations under Clauses 1 and 2 shall be performed with respect to the proportion of all OBUs subject to the Agreement (between the Operator and NTPS) and the OBUs 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 by time interval.</p>
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B	<p>The Operator shall notify NTPS that the Processing System does not operate from a given point in time (will be unavailable) in such a way that the data forwarded by the OBUs during the unavailability cannot be recovered (the period from the time specified in the notice until the date Data Reporting is duly re-commenced: “period affected by the lack of data”).</p>	B1. See Case A above.
C.	<p>With respect to a certain period where 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 Sections 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</p> <p>b) that difference is not caused by the following factors (i.e. a decrease caused by the factors below has been taken into consideration by the Parties in calculating proportions pro rata with the change):</p> <p>ba) decrease in the volume of the Motor Vehicle Fleet of the audited period as compared to the base period;</p> <p>bb) decrease in the number of Toll Sections in the audited period as compared to the base period;</p> <p>bc) increase of the toll payable in the audited period as compared to the base period.</p> <p>Base Toll Sections shall mean the Road Sections affected by the Data Reporting in the following periods:</p>	<p>C1. The amount of damages shall be calculated by the Parties pursuant to Clauses A1, A2 and A4, on 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 OBUs 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>

	<p>c) Toll Sections 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, in the at least two months from the effective date of the Agreement); or</p> <p>d) if the Agreement has not been in effect for two months, instead of the Operator's data, the Base Toll Section shall be defined based on the data of all the toll declaration operators specified in Clause A2, contracted by NTPS and having a similar Motor Vehicle Fleet to that of the Operator.</p>	

Schedule 6
HU-GO logo



Schedule 7

Contact details of NTPS customer service

1. Contact details of NTPS central customer service

E-mail: ugyfel@nemzetiudij.hu

UD Call Center called from abroad: +36-36-587-500

Internet website:

www.nemzetiudij.hu

<http://toll-charge.hu>

<http://maut-tarife.hu>

www.hu-go.hu

2. Contact details of NTPS central customer service

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

Schedule 8

Sections concerned with special Section Matching provisions

The list of those unit tolled section to which special rules of section matching shall apply (Clause 2.2. of Schedule 1 of the GTC)

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

Section name	Not supervised Section Part_1				Not supervised section part_2				Note:
	beginning		end		beginning	end			
	WGSY1	WGSX1	WGSY2	WGSX2	WGSY1	WGSX1	WGSY2	WGSX2	
a)									
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 pit
21u49k121m	48° 2'22.37"N	19°47'53.51"E	48° 2'45.09"N	19°47'13.83"E					Salgótarján industrial park
26u17k167m	48°14'46.75"N	20°39'34.65"E	48°14'53.88"N	20°39'20.41"E					Kazincbarcika industrial park

48u3k629m	47°31'54.44"N	21°41'49.77"E	47°31'53.65"N	21°41'59.02"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 Ernis Bt
6u130k679m	46°26'21.44"N	18°46'28.15"E	46°26'8.63"N	18°46'12.12"E					Tolna Stutensee road
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 shopping center
834u24k645m	47°15'58.79"N	17° 9'38.99"E	47°15'55.56"N	17° 9'34.37"E					Celldömölk plant
84u114k821m	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
7u23k690m	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
46u58k626m	46°50'40.18"N	20°58'17.66"E	46°50'16.36"N	20°59'18.02"E					notional 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					site 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
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"N	20°16'34.22"E	46°39'31.30"N	20°16'32.59"E						Szentes, Vegetables and Fruits Wholesale Market

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

830u5k760m
82u0k572m
48u4k578m
1u12k987m

c) List of special sections market with obligatory ticket pulling

When a GPS position data falls within a territory bordered by the coordinates specified in the table, then a toll declaration is to be sent for the relevant section and direction, provided it has not been done so by taking into account the continuous road use (until arrival to the territory bordered by the coordinates concerned).

Section name	Direction	Bordering coordinate WGSY1	Bordering coordinate WGSX1	Bordering coordinate WGSY2	Bordering coordinate WGSX2	Bordering coordinate WGSY3	Bordering coordinate WGSX3	Bordering coordinate WGSY4	Bordering coordinate WGSX4	Note:
4u60k130m	decreasing	47.203023°	19.780239°	47.204034°	19.780560°	47.204571°	19.778996°	47.203497°	19.778357°	Cegléd rest station

Schedule 9

points

Data of border

Partner	Name of related settlements Hungarian partner	Ownership, number and category of the road Hungarian partner	Type of traffic	GPS
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SLO	Tornyiszentmiklós	Pince (Pince)	national (M70 speedway, E653)	national (E653)	unlimited	16.5246	46.51979
SLO	Rédics	Dolga Vas (Lendvahosszúfalú)	national (main road No. 86; E65)	national (E65)	unlimited	16.46179	46.59684
A	Bucsu	Schachendorf (Csajta)	national (main road No. 89.)		unlimited	16.46988	47.25556
A	Szentgotthárd-Rábafüzes	Heiligenkreuz im Lafnitztal (Rábakeresztúr)	national (main road No. 8, E66)	national (65 E66)	unlimited	16.27615	46.98473
A	Kőszeg	Rattersdorf (Rótfalva)	national (main road No.87)	national (55)	unlimited	16.51468	47.40735
A	Kópháza	Deutschkreutz (Sopronkeresztúr)	national (main road No. 861)	national (62)	unlimited	16.62625	47.62733
A	Sopron	Klingenbach (Kelénpaták)	national (main road No. 84)	national (16)	passenger and freight traffic up to 20 t	16.5452	47.7413
A	Hegyeshalom	Nickelsdorf (Miklóshalma)	national (M1 speedway, E60)	national (A4 E60)	unlimited	17.11102	47.92464
A	Hegyeshalom	Nickelsdorf (Miklóshalma)	national (main road No. 1)	national (10)	unlimited	17.11267	47.9273
SK	Letskés	Salka (Ipolyszalka)	national public road (road 12111); Ipoly bridge	district road (road III/5106); Ipoly bridge	passenger and freight traffic up to 7.5 t	18.76467	47.88618
SK	Rajka	Rusovce (Oroszvár)	national public road (M15, E65, E75)	national public road (D2 motorway, E65, E75)	unlimited	17.175624	48.012953
SK	Vámosszabadi	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
SK	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 up to 20 t	18.12085	47.75109
SK	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
SK	Balassagyarmat	Slovenské Ďarmoty (Ipolygyarmat)	national public road (road 2204); Ipoly bridge	district road (road No. II/527/A); Ipoly bridge	unlimited	19.29809	48.08767

SK	Szécsény-Pöstenypuszta	Petőv (Petőpuszta)	national public road (road 22105); Ipoly bridge	district road (road No. II/565002); Ipoly bridge	passenger and freight traffic up to 12 t	19.49475	48.10966
SK	Nógrádszakál-Ráróspuszta	Rároš (Rárós)	national public road (road 22103); Ipoly bridge	district road (road No. II/585 sz.); Ipoly bridge	passenger and freight traffic up to 12 t	19.54387	48.20743
SK	Somoskőújfalu	Šiatorská Bukovinka (Sátorosbánya)	national public road (main road No. 21)	national public road (road No. I/71)	unlimited	19.82246	48.16876
SK	Bánréve	Král' (Sajószentkirály)	national public road (main road No. 26)	national road (road No. I/67)	unlimited	20.35641	48.3128
SK	Tornyosnémeti	Milhost' (Migléc)	national public road (main road No. 3, E71, E79)	national road (road No. I/68, E71, E79)	unlimited	21.25406	48.53121
SK	Sátoraljaújhely	Slovenské Nové Mesto (Kisújhely)	national public road (main road No. 37); Ronyva bridge	national road (road No. I/79); Ronyva bridge	unlimited	21.6564	48.42506
SK	Esztergom	Štúrovo (Párkány)	freight ferry	freight ferry	according to timetable	18.70652	47.77751
UA	Beregsurány	Astei (Asztély)	national (main road No. 41)	national (T0727)	passenger and freight traffic up to 6.0 t	22.57314	48.16506
UA	Záhony	Chop (Csap)	national (main road No. 4, E753)	national (M06, E753)	unlimited	22.17164	48.41348
RO	Csengersima	Petea (Pete)	national (main road No. 49)	national (19/A)	unlimited	22.77696	47.8529
RO	Nyírábrány	Valea lui Mihai (Érmihályfalva)	national (main road No. 48)		unlimited	22.03081	47.52519
RO	Ártánd	Borș (Bors)	national (main road No. 42, E60)	national (1, E60)	unlimited	21.79123	47.11856
RO	Méhkerék	Salonta (Nagyszalonta)	national (road 4252)		passenger and freight traffic up to 7.5 t	21.48329	46.76452
RO	Gyula	Vârșand (Gyulavarsánd)	national (main road No. 44)	national (79A)	unlimited	21.32911	46.631
RO	Battonya	Turnu (Tornya)	national (road 4455)		passenger and freight traffic up to 7.5 t	21.10351	46.26347
RO	Nagylak	Nădlac (Felsőnagyak)	national (main road No. 43, E68)	national (7, E68)	unlimited	20.71518	46.16795

RO	Nagylak	Nădlac	M43		unlimited (with the exception of vehicles transporting dangerous substances, live animals and perishable foodstuff)	20.758704	46.213568
RO	Kiszombor	Cenad (Nagycsanád)	national (main road No. 431)		passenger and freight traffic up to 7.5 t	20.47295	46.15249
SRB	Tompa	Kelebija (Alsókelebia)	national (main road No. 53)	national (17-1)	unlimited	19.55898	46.16815
SRB	Röszke	Horgoš (Horgos)	national (M5 speedway, E75)	national (E75)	unlimited	19.97917	46.17603
HR	Udvar	Kneževo (Főherceglak)	national (main road No. 56; E73)	national (7, E73)	unlimited	18.66093	45.89508
HR	Drávaszabolcs	Doni Miholjac (Alsómiholjác)	national (main road No. 58)	national (53)	unlimited	18.20084	45.78341
HR	Barcs	Terezino Polje (Trézenföld)	national (main road No. 6.)	national (5, E661)	unlimited	17.46157	45.94571
HR	Berzence	Gola (Góla)	national (road 6815)		passenger and freight traffic up to 20 t	17.06771	46.19603
HR	Letenye	Goričan (Muracsány)	national (main road No. 7.)		unlimited	16.6936	46.42007

Annex 10

Operator's declaration for crediting a Route Ticket due to an individual on-board unit fault

Name of the customer	
Registration number(s) of motor vehicle(s)	
OBU ID(s)	
TDO name	
Administrator	
Time of error occurrence	
Time of fault detection	
Time of notification to Customer	
Method of notification to Customer (E-mail, text message, telephone.	
Time of fault repair	
Time of notification to Customer on fault repair	
Fault description	