

**NATIONAL TOLL  
PAYMENT SERVICES PLC.**

---

**General Terms and Conditions of Individual Agreements on the  
reporting of data by Toll Declaration Operators**

---

Effective from: 1 June 2021

## List of contents

1.	NTPS data and contact details of the NTPS customer service .....	4
2.	Introduction .....	4
3.	Definitions .....	5
4.	Scope of the GTC .....	7
5.	Prerequisites of the commencement of providing Data Reports .....	8
6.	The Operator's tasks related to the Road Use Authorization .....	9
7.	The Operator's liability for damages towards the Customer and securities to be provided by the Operator .....	11
8.	Expectations of the NTPS towards the Operator with regard to the Subscription Agreement .....	14
9.	The method of submitting Data Reports, the delivery of statements regarding performance and regular and extraordinary audits of Data Reports .....	16
10.	Cases, conditions and definitions of Lost Profit and the payment of default penalty and defective performance penalty .....	17
11.	Payment of reimbursement .....	18
12.	Verifying whether the reimbursement is based on the actual cost .....	20
13.	Suspension of the payment of reimbursement .....	20
14.	Common provisions applicable to auditing of Data Reports, verifying the cost base of reimbursement, and verification conducted in the accession licensing process .....	20
15.	Entry into force and termination of the Individual Agreement .....	21
16.	Amendment of the GTC .....	23
17.	Communication .....	23
18.	Data protection and obligations related to Customer data .....	24
19.	Confidentiality .....	25
20.	Force Majeure .....	26
21.	Dispute resolution and applicable law .....	26
22.	List of the GTC's Schedules .....	27
23.	Transitional provisions .....	27
Schedule 1	Technical specifications of the cooperation according to the subject-matter of the GTC, and Service Levels .....	29
1.	Technical tasks .....	33
2.	Basic information on Toll Charging (charging information for creating data delivered by Toll Declaration Operator, for Section Matching and Session Matching) .....	37
3.	Protocols .....	46
4.	Determining the service levels (SLA) .....	58
5.	Standing requirements during operation .....	74
6.	Information Security Criteria applicable to the Toll Declaration Operators .....	77
Schedule 2	Preconditions of receiving Data Reports .....	83
1.	Terms and conditions for specifying the Commencement Date .....	83
2.	Connection licensing procedure .....	83
Schedule 3	Conditions to be provided by the NTPS .....	87
1	Customer registration interface .....	87
2	Interface, map layer, service report template .....	87
Schedule 4	Customers' personal data, stored by the NTPS and disclosable to the Operator .....	87
Schedule 5	Cases where damage deemed as Lost Profit must be reimbursed and the method of its calculation .....	88
Schedule 6	HU-GO logo .....	92
Schedule 7	Contact details of NTPS customer service .....	93

1.	Contact details of NTPS central customer service .....	93
2.	Contact details of NTPS central customer service .....	93
Schedule 8	Sections concerned with special Section Matching provisions .....	94
Schedule 9	Data of border points .....	98
Schedule 10	Operator's declaration for crediting a Route Ticket due to an individual on-board unit fault .....	101
Schedule 11	Declaration on the publication of financial statements .....	102
Schedule 12	Declaration on transparency .....	104
Schedule 13	Declaration on good reputation.....	114
Schedule 14	Declaration on compliance with the technical conditions of accession .....	115
Schedule 15	Declaration on the suitability of the Call Centre and the customer correspondence system.....	117
Schedule 16	Accession Licence.....	118
Schedule 17	Malfunction reporting.....	119

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 Toll Act Implementing Decree.

## **1. NTPS data and contact details of the NTPS customer service**

Name: National Toll Payment Services Private Company, 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 7 of the GTC contains the contact details of its customer service.

## **2. Introduction**

The 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 professional localization and motor vehicle protection services to their subscribers in connection with motor vehicles; as part of these services, they provide people having subscribed to such service with an on-board unit (OBU) suitable for recording road use and process data transferred by the OBUs.

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

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

The provisions of this GTC, its Schedules, the Individual Agreement and its Schedules and the resolutions and statements issued by the NTPS (until withdrawn) shall exclusively be applicable to the contractual relationship based on this GTC, its Schedules, the Individual Agreement and its Schedules; therefore, no practices agreed upon and established between the NTPS and the Operator during their previous business relations shall become part of the contractual relationship 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 (and its Schedules) and the Individual Agreement, the provisions individually negotiated and agreed between the NTPS and the Operator shall be included in the Individual Agreement.

The senior executive officer of the NTPS shall, to the extent possible by law, including potential culpable conduct by the senior executive officer, not be held liable, in connection with their activities as senior executive officer, for any damage caused by the NTPS to third parties, for which the NTPS shall have exclusive liability.

The Operator acknowledges that where the senior executive officer of the NTPS has caused any damage to the Operator in connection with this legal relationship (including circumstances where such damage is the result of a breach of conduct occurring as a result of culpable conduct by the senior executive officer), the NTPS shall have exclusive liability. The limitation of liability of the senior executive officer of the NTPS for damage caused, as 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 existing or future contracts between the 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 senior officer of NTPS shall be entirely excluded in cases of a breach of contract by the NTPS.

Pursuant to the contract with the NTPS or on the basis of the law, the NTPS may be replaced in this GTC and in the Individual Agreement by the Ministry for Innovation and Technology ('Ministry') or any other legal entity that may enter into this contract in lieu of the NTPS, as a legal successor or as a result of assignment or the transfer of contract; the NTPS shall notify the Operator of such replacement by e-mail within a reasonable time. In such an event, the Operator agrees to continue to provide the services under the Individual Agreement without interruption to the substitute party, assignee or legal successor specified by the NTPS. Having familiarised itself with and having acknowledged the GTC, the Operator consents to the contract being transferred in favour of the Ministry 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 not used in the body text of the GTC shall be defined in Schedule 1 of the GTC.

**"Data Report"**: A data report forwarded by the Operator through the Interface pursuant to the laws and the provisions of the GTC, where such reported data were created by the Operator from the Customer location identification data under the GTC, in particular Schedule 1 of the GTC, on the basis of which the NTPS draws up 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 entity authorized to verify the terms and conditions under Schedules 1 and Schedule 2 of the GTC, and the terms and conditions of performance under Clauses 9 or 12 of the GTC; i.e. the NTPS, the Ministry or the Supervisory Authority.

**"GTC"**: These General Terms and Conditions of Individual Agreements on the reporting of data by Toll Declaration Operators.

**"Toll declaration operator"**: The Operator is the toll declaration operator entering into the Individual Agreement.

**"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 defined in Schedule 2 of the GTC and issued by the NTPS on the basis of Schedule 16.

**"Accession process fee"**: The fee stipulated in Schedule 2 of the GTC, payable by the Operator to the NTPS as the cost of the accession process.

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

**"Toll Road"**: Any Road Section available for Vehicles against the payment of Toll, as defined in Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads.

**“Individual Agreement”**: The individual agreement entered into between the Operator and the NTPS by accepting the term and conditions of the GTC.

**“Lost Profit”**: The amount defined pursuant to Clause 10 of the GTC, which is incurred by the NTPS as toll charger and bound service provider (and indirectly 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, established in order to perform general police duties.

**“Charging period”**: The period defined as such in Clause 11.3 of the GTC.

**“Subscription Agreement”**: The subscription contract between the Operator and the owner, the operator or the user for location and vehicle protection services, regardless of the manner of concluding the agreement, including in particular whether or not the Customer and the Operator have entered into a written agreement or whether the legal relationship between the Customer and the Operator was established by the fact that the Customer purchased a commercially available on-board unit previously registered by the Operator or as a result of any other implicit behaviour.

**“Person to be Notified”**: The person registered in the UD Toll System in respect of a Motor Vehicle as a person entitled to be notified at the time of sending the notification along with the contact data specified therein.

**“Processing System”**: The IT system of the Operator, including the OBU in the Vehicles belonging to Customers, which uses the location data transferred from the OBU for calculating (defining) the data included in the Data Report to be delivered.

**“Supervisory Authority”**: the official supervisory body pursuant to Gov. Decree 209/2013 (VI. 18.) implementing the Act on pay-as-you-go 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, registered with the 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 the NTPS for receiving Data Reports.

**“Commencement Date”**: The date, to be defined in the accession license to be issued by the NTPS pursuant to Clause 1.2 of Schedule 2 of the GTC, from which the NTPS starts to receive Data Reports, pays reimbursement to the Operator, and grants to its registered Customers the Road Use Authorization according to the Data Reports.

**“Reimbursement”**: The flat-rate sum 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 the amount of the flat-rate sum payable by the bound toll service provider to toll declaration operators and intermediaries.

**“Service Level”**: The quality related requirements regarding Data Reports as per the specifications stipulated in Clause 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 the NTPS may terminate the Agreement with immediate effect pursuant to Clause 15 of the GTC.

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

**“UD Toll System Live Launch”:** The date on which the NTPS commences the operation of the UD Toll System in order to ensure compliance with the obligations stipulated by the law or in agreements concluded with third parties.

**“Toll”:** The pay-as-you-go fee payable for the use of the Tolled Section.

**“Road Section”:** A section of the entirety of the Hungarian public road system, which is uninterrupted from a transport perspective, the beginning and end of which are defined by kilometre sections.

**“Customer”:** Subscribers who are subscribers of the Operator on the basis of a Subscription Contract and have entered into an agreement with the NTPS as the bound service provider (see Sections 2(7) and (24) of the Road Toll Act) on toll payment, and, as part of this, have registered with the NTPS pursuant to Schedule 3 of the GTC and consented to the submission of Data Reports.

**“Toll Act”:** Act LXVII of 2013 on the pay-as-you-go toll payable for the use of motorways, expressways and main roads.

**“Toll Act Implementing Decree”:** It 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;
- Decree 29/2013 (VI. 12.) of the Ministry of National Development on the calculation and sum of the flat-rate amount payable by the toll collector to toll service providers and by the bound toll service provider to toll declaration operators and retailers;
- Government Decree 209/2013. (VI. 18.) implementing the Act on the pay-as-you-go 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 person in question has complied with his obligation to pay Toll with respect to the given Toll Section.

**“Applicable Laws”:** The Toll Road Act, the Toll Act Implementing Decree and the following laws or any law replacing them on the same subject:

Act I of 1988 on Public Road Transport;

Act LXVI of 1992 on the Registration of Citizens’ Personal Data and Addresses;

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, public road traffic and the administrative tasks related to the levying of fines.

#### **4. Scope of the GTC**

- 4.1. Pursuant to this GTC, the Operator, as the toll declaration operator, shall perform the Customer’s obligation to submit data reports to the NTPS as the bound service provider, and all obligations stipulated in the GTC and the Specific Contract for the Operator.
- 4.2. As part of the submission of Data Reports under Clause 4.1 of the GTC, the Operator agrees to keep the NTPS informed, through the Interface provided by the NTPS, where 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. The NTPS shall ensure that the Interface is continuously available and 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 substantive and formal requirements of the Interface shall 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 between the Parties, and has legal effect.
- 4.4. In order to provide Data Reports, the NTPS agrees to:
- a) receive Data Reports from the Operator, through the Interface;
  - b) process the Data Reports submitted by the Operator through the Interface;
  - c) provide the Operator with map layers with respect to Toll Sections;
  - d) provide the Operator with the data specified in the GTC, necessary to start forwarding Data Reports;
  - e) continuously provide, through the Interface, the acknowledgements specified in the GTC;
  - f) keep the Operator informed, through the Interface, of Customer data necessary for the Data Reports and any changes, as well as of any other information specified in Schedule 1 of the GTC.
- 4.5. With respect to the map layer (“layer”), referred to under Clause 4.4c) of the GTC as a work protected by copyright, the NTPS grants the Operator a non-exclusive, non-transferable right, for the duration of the Individual Agreement and in the territory of Hungary, to use the work in the manner and to the extent necessary in order 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 shall be free of charge and non-exclusive. At the NTPS’s request, the Operator shall immediately remove the logos and cease using them at its own cost. 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 in order to increase or decrease their size proportionately, to convert them into black-and-white or into greyscale.

- 4.6. No information or material shall be provided by the NTPS for the provision of Data Reports apart from those stipulated in the GTC for the Operator.
- 4.7. The NTPS shall pay reimbursement to the Operator in the amount specified by the Applicable Laws. The Operator shall not have the right to demand additional payment from the Customer by way of consideration for fulfilling the obligations specified in the GTC.
- 4.8. Schedule 1 (technical specification) of the GTC shall contain the Operator’s technical duties and obligations and the expectations against the Operator.

## **5. Prerequisites of the commencement of providing Data Reports**

- 5.1. The conditions for cooperation in accordance with the subject matter of the GTC shall include compliance with the terms and conditions stipulated in the GTC, in particular with those defined in Schedules 1 and 2, including the payment of the accession license processing fee and the accession license issued by the NTPS. Schedule 2 of the GTC sets out 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 has been concluded, the Operator and the NTPS shall negotiate the manner and the start date from which the Operator is able to ensure compliance with the terms and conditions stipulated in the GTC, as well as the expected date of the statement specified in Clause 1.1b) of Schedule 2 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 2 Clause e) of the GTC.
- 5.4. Following the execution of the Individual Agreement, during the term thereof, the NTPS shall ensure the conditions set out in Schedule 3 of the GTC, provided that the NTPS
  - a) makes registration available for the contracted customers of the Operator obliged to pay toll, from the Commencement Date stipulated in the accession license or from any time specified by the NTPS in a separate statement;
  - b) receives and processes Data Reports from the Commencement Date;
  - c) grants Customers with Road Use Authorization in accordance with the Data Reports and if the conditions set out in the GTC have been met, 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, the NTPS shall send a notice to the Operator, if possible, five business days in advance; no Data Report shall be received during such period or subsequently in the case of a permanent shutdown.

- 5.5. The Operator accepts that the NTPS shall have no liability to pay compensation for damages incurred by the Operator as a result of the UD Toll System live outage or the temporary or permanent shut-down of the UD Toll System. In the circumstances specified in this section, the NTPS shall notify the Operators of the deadline by which the Operators are obliged to submit Data Reports and the Skipping Report, taking the absolute timeout into account.
- 5.6. The Operator shall provide the NTPS, free of charge, with 2 of each type of on-board unit provided to the Customers within eight days following the notification by NTPS to that effect.

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

- 6.1. The Operator shall act towards the NTPS as the toll declaration operator on behalf of the Customer and shall, in its capacity of the Customer's performance partner, issue statements pursuant to Schedule 1 of the GTC for and on behalf of the Customer in order to obtain Road Use Authorization and within the framework of Data Reports necessary for Customer toll declaration.
- 6.2. The authorization by the Customer, required for providing Data Reports to be used in toll declaration, shall be obtained by the NTPS from the Customer. On the basis of the Toll Payment Agreement, the NTPS has the right to suspend the provision of Road Use Authorization to the Customer pursuant to the provision of Data Reports; in such cases, it has the right to suspend the processing of Data Reports.
- 6.3. Data Reports shall be forwarded to the NTPS as the bound service provider and shall be used by the NTPS as a basis for collecting Toll directly from the Customer.

- 6.4. Pursuant to Section 6(8) of the Toll Act and the Subscription Contract concluded with the Customer, the Operator shall be liable toward the Customer for the fitness of the on-board unit provided by it for proper use and for the Data Reports, subject to the civil law rules governing damages. The 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 (regardless of whether such on-board unit has been purchased by the Customer from the Operator or from a third party, and also irrespective of the fact whether or not the Customer had an effective subscription agreement previously with another toll declaration operator regarding the same OBU.)

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

- 6.5. The Operator understands that the 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 Reports – except for crediting due to incorrect additional data reports determined in the GTC and for additional data reports caused by an on-board unit error as regulated in Clause 10.5 of this GTC; therefore, if
- a) the Data Reports specified a lower Road Use Authorization application than would have been necessary according to the actual road use (in particular if the Data Reports specified no intelligible data, no Data Report was delivered through the Interface or a Data Report was defective or deficient to such an extent that the NTPS was unable to clearly identify the requested Road Use Authorization), the Enforcement Agency may levy a fine on the Customer;
  - b) the Data Reports specified a higher Road Use Authorization application than would have been necessary according to the actual road use, it shall not affect the Road Use Authorization granted to the Customer, and the NTPS shall not reimburse or return the Toll paid for the 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 the Toll Payment Agreement, the NTPS shall notify the Customer of the liabilities under Clause 6.5 of the GTC.
- 6.7. Should the NTPS become aware of any defective or deficient Data Report 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. The NTPS represents that it enters into agreements with other toll declaration operators under the same terms and conditions as with the Operator.
- 6.9. Following the conclusion of the Individual Agreement, the Operator shall forward the declaration under Schedules 11 and 12 by post to the address of the NTPS by 30 June each year.
- 6.10. Where the Operator is required to publish an annual financial statement and its compliance with such obligation cannot be verified in a free public registry, the Operator shall certify the NTPS that it has complied with the obligation at the time of the publication or by 30 June each year, whichever is earlier.
- 6.11. The Operator shall notify the NTPS of any infringement of the requirements under 15.2(k) within 5 days.

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

Pursuant to the designation laid down by the law, the NTPS is a business organization in 100 % public ownership, operating for the public benefit and pursuing activities of special importance for 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 on the basis of this GTC is of key significance for the uninterrupted and timely performance of the activities of the NTPS; therefore, any breach thereof may cause significant damage to the NTPS, potentially affecting the amount designated in the law on the budget in effect from time to time, with respect to the activities of the NTPS, or to third parties, including the Hungarian State. As a matter of fact, this provision does not affect those terms of the GTC that limit the Operator's liability in any manner.

- 7.1. Based on the legal relationship between the NTPS and the Ministry, the NTPS shall be required to forward to the Ministry 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 types of damage caused by the Operator's defective or deficient Data Report:
  - a) in the case stipulated in Clause 6.5a) of the GTC, the Fine paid by the Customer
  - b) in the case stipulated in Clause 6.5b) of the GTC, the extra Toll paid by the Customer.
- 7.3. The Operator agrees to maintain liability insurance from the Commencement Date throughout the duration of the Individual Agreement, in compliance with the following requirements:
  - a) the liability insurance is provided by an insurer holding a license for insurance activity in Hungary;
  - b) it provides coverage for damage incurred by the Customer from Fines under Clause 7.2a) 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 Report 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) acronyms used in this document:
    - “GÁ” = Motor Vehicle Fleet volume (see Clause 3 of the GTC);
    - “KFÖF” = the maximum limit of the liability insurance;
    - “KÖRSPEC” = the 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 Report, 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.	Number of Motor Vehicles	Maximum amount of <u>one-time</u> compensation liability insurance (HUF)	Maximum limit of the <u>annual</u> 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 the 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 amount under 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 the 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 amount under 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 the 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 amount under 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 the 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 amount under 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 the 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 amount under paragraph (a)

- 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 Vehicles, and the Operator shall take out liability insurance subject to such estimated volume.
- 7.5. Where the number of Motor Vehicles applicable to the liability insurance changes to an extent that the liability insurance limit must be increased, the Customers of the Operator will be unable to register any further Vehicles on the interface provided by the NTPS until the Operator has demonstrated to the NTPS the existence of an amended liability policy

complying with the terms and conditions applicable to such higher number of Motor Vehicles.

- 7.6. In the liability insurance policy, the Operator shall stipulate that the insurer or its agent shall immediately notify the NTPS about the termination of the liability insurance policy.
- 7.7. The Operator shall immediately notify the NTPS of the amendment or termination of the liability insurance policy, which may serve as grounds for termination with immediate effect as provided for in Clause 15.12(a) of the GTC.

## **8. Expectations of the NTPS towards the Operator with regard to the Subscription Agreement**

- 8.1. The Operator warrants that its Subscription Agreements comply with the requirements set out in the GTC and the Individual Agreement.
- 8.2. The Operator shall
  - a) not exclude, in the Subscription Agreement, its liability for damages under Clause 7 of the GTC or provide for a lower liability for damages than stipulated in Clause 7 of the GTC;
  - b) inform its Subscribers of the security available to Subscribers under Clause 7 of the GTC.
- 8.3. In order to verify compliance with the obligation set out in Clause 8.2a) of the GTC, the NTPS has the right to inspect the Subscription Agreements during the term of the Individual Agreement.
- 8.4. In the case of legal aid procedures based on administrative requests, the Operator's obligations shall be as follows:

If the authority contacts the NTPS in the context of domestic legal aid and a proper investigation into the authority's request requires the involvement of the Operator, the NTPS shall contact the Operator. The Operator shall inform the NTPS in writing of the result of the investigation it carried out within three working days but not more than four calendar days following the request. The NTPS shall, on its own behalf, inform the authority directly of the result of the investigation.

- 8.5. In the case of complaint management procedures based on a notification by a Customer, the Operator's obligations shall be as follows:
  - 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 the NTPS is necessary for a proper investigation of the complaint, the Operator shall forward the relevant complaint to the email address of the NTPS ([bkkt@nemzetiutdij.hu](mailto:bkkt@nemzetiutdij.hu)). The NTPS shall send the result of its investigation to the Operator in writing within five working days following 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 the NTPS.
  - b) If a Customer files a written or oral 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 a proper investigation, the Operator shall respond to the complaint, on the merits of the complaint, in writing, within five business days of receipt.

- c) If the Customer files a complaint with the NTPS and contribution by the Operator is necessary for a proper investigation of the complaint, the NTPS shall forward the complaint to the Operator. The Operator shall inform the NTPS in writing of the result of its investigation within five working days following the receipt of the notification. The 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) to c) above, the Operator shall record all complaints and constantly manage the most important data related to the 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 above, if it is expressly requested by the Customer or the NTPS, the Operator shall consult the NTPS with respect to the method of handling the complaint.
- 8.7. The Operator shall enable the Auditor to inspect the complaint management process, according to Clause 8.5 of the GTC, at a time agreed by the Parties in advance; in that context, it shall enable the Auditor to review the register referred to above and the supporting e-mails and other documents.
- 8.8. Moreover, the Operator shall:
- a) notify and inform the Customer in the cases, in the manner and with the content specified in Schedule 1 of the GTC;
  - b) ensure for the Customer that information concerning the operation and use of the OBU provided to it is 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) have been properly trained;
  - d) refrain from making statements that might be interpreted as commitments for and on behalf of the NTPS vis-à-vis 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 its individual agreement concluded with the Customer, without stating its reasons, by ordinary termination at 15 days' notice. The agreement may only be terminated with immediate effect if the Customer has improperly used the on-board unit provided by the Operator. The improper use of the on-board unit shall include in particular if:
- a) the Customer fails to order or carry out the maintenance specified by the Operator and, for that reason, the proper operation of the OBU cannot be guaranteed;
  - b) the Customer interferes with the operation of the on-board unit in a manner that renders it temporarily or permanently unsuitable for using it to report proper data about the actual road use;
  - c) 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 the actual road use;
  - d) the Customer has violated their obligations specified by the Operator in Clause 2.4.7 of Schedule 1 of GTC.

**9. The method of submitting Data Reports, the delivery of statements regarding performance and regular and extraordinary audits of Data Reports**

- 9.1. As of the Commencement Date, the Operator shall submit Data Reports for the Customers through the Interface, and, as a part of such Data Reports, it shall fulfil the requirements set out in Schedule 1 of the GTC.
- 9.2. Before the 15<sup>th</sup> day of the month following the charging period, the Operator shall deliver to the 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 the 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 generated in connection with its activity as toll declaration operator (including, in particular, the ID numbers and types of OBUs used by each Customer, and the technical specifications and data of them as well), pursuant to the provisions of Clause 18.5 of the GTC. Moreover, during the audit, the Operator shall ensure that the Auditor is able to run the necessary technical tests using 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 the NTPS, where the NTPS has noticed that the number of Data Reports during a previous charging period, or in a part of it, is significantly lower than (a) the number of Data Reports carried out by the Operator in any previous charging period (or in a part thereof), (b) the number of Data Reports carried out during a similar period by toll declaration operators for a similar number of Motor Vehicles 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 provided for in separate legislation, this Clause 9.5 may only be applied if such separate legislation 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 to 9.4 of the GTC is carried out by a party other than the NTPS, the NTPS shall have access to the report on the audit results. If auditing under Clauses 9.3 to 9.4 of the GTC is carried out by the Supervisory Authority (i.e. it does not act as the NTPS's performance partner during the audit), the Operator shall forward the audit report to the NTPS within five business days.
- 9.8. Notwithstanding the provisions regarding the Audit as set out in Clause 9 above, the may, at any time
  - a) request a written report from the Operator on meeting the Service Level and other provisions of the GTC, broken down by the periods and parameters specified by the NTPS;

b) inspect the Operator's annual report for the closed business year (provided that the Operator is obliged to submit such annual reports).

9.9. The written report and the annual report shall be forwarded by the Operator to the NTPS within 15 days and 30 days, respectively.

## 10. Cases, conditions and definitions of Lost Profit and the payment of default penalty and defective performance penalty

10.1. The Operator shall reimburse the NTPS for Lost Profit — owed to the Hungarian State with respect to the Toll — arising from defective (not performed) Data Reports calculated pursuant to the provisions of Schedule 5 of the GTC, provided that the Operator is liable for defective Data Reports.

10.2. The Operator shall not be obliged to pay to the NTPS (in relation to the activity related to Toll collection) any damages for lost revenues or loss of profits in excess of that stipulated in Clause 10.1 of the GTC.

10.3. A NÚSZ az Elmaradt Haszon összegéről a Közreműködőnek számlát állít ki, aki a kárt 30 napon belül megfizeti. Where the Operator fails to meet its payment obligation by the deadline, NTPS may deduct such amount from the reimbursement payable to the Operator.

10.4. By providing information to the Enforcement Agency if necessary, the NTPS shall ensure that, during a "Temporary Exemption" as defined in Clause 3.3.2 of Schedule 1 of the GTC, the use of the road by Customers affected by the loss of service in the Operator's Processing System is not considered as unlawful solely on the grounds that the Operator was unable to forward Data Reports during such period.

10.5. (i) If the Operator reports Data that are not supported by actual road use, with the exception of Skipped Section Matching, or sends multiple Skipping Reports (Skipping Reports sent multiple times with the same location data), the NTPS shall reimburse the Toll paid for unused Road Sections to the Customer's balance after the NTPS becomes aware of such error (hereinafter: "**incorrect additional data reports**"). The amount of penalty payable for a calendar day, concerning an individual number plate (between 00.00 and 24.00 hours according to ETS time) shall be the higher of 20 % of the credited Toll and HUF 25,000. Reporting shall be performed solely by the Operator within 60 days from the ITS time of sending the data report. The NTPS shall assess the reports and make a decision on crediting the relevant amount in its own discretion.

(ii) If the Customer has purchased a Route Ticket due to a one-time on-board unit fault report from the Operator and the Operator reports Data based on data retrieved from the OBU regarding one or more Toll Road sections of an identical route (hereinafter: **additional data report due to an OBU fault**), at the request of the Customer, the NTPS shall credit/return to the Customer's account the Toll for the sections paid for by the Customer on the basis of the Data Report. A Route consisting of the Road Sections disclosed in the reported data can be considered an identical route if, within the validity period of the purchased Route Ticket, a Data Report was received for at least 75 % of the Toll Sections and it cannot be established on the basis of all Data Reports or Skipping Reports received whether the vehicle in question used the route of the Route Ticket multiple times. In the latter case, the Customer may request a refund within the time-limit according to the contract with the NTPS, by specifying the motor vehicle and the number of the route ticket. In the case of additional data report due to an OBU fault, the Operator shall complete the form under Schedule 10 and make it available to the Customer. The NTPS shall be entitled to a penalty for defective performance at the rate of 10% of the amount topped up to the balance regarding a single route ticket, but not less than HUF 3,000, for crediting the amount; such cost shall be borne by the Operator.

- 10.6. If, pursuant to the provisions of Point 4 of Schedule 1 regarding the Service Levels specified therein, the Operator commits a fault in a given measurement period, the NTPS shall be entitled to impose a penalty for defective performance, in respect of the given measurement period. In order to determine the amount of penalty for defective performance, the parties shall aggregate the number of faults committed by the Operator in the given measurement period. The basis for the defective performance penalty shall be the total amount of cost reimbursements payable during the given period (irrespective of the defective performance penalty and the deduction of Lost Profit), net of VAT. The amount of the defective performance penalty shall be 0.1 % of the basis for the penalty.
- 10.7. In addition to the above, the Operator shall pay a defective performance penalty 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 carrying out the legal aid procedures in accordance with Clause 8.4, a penalty shall be paid at a rate of HUF 10,000 for each commenced day of delay, for each request (up to 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 commenced hour of delay (up to HUF 2,500,000).
- (c) If the Operator fails to deliver a Service Report within the deadline specified in Clause 9.2, a penalty shall be paid at a rate of HUF 15,000 for each commenced day of delay (up to HUF 250,000).
- (d) If the authority or court acting in a case associated 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 was faulty performance by the Operator, the Operator shall be required to pay a penalty of HUF 30,000 for each legal aid procedure.

## **11. Payment of reimbursement**

- 11.1. The basis and the amount of cost reimbursements 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 amount of the Toll levied by the NTPS based on road use by the Operator's Customers in the relevant month, based on the Data Reports suitable for calculating the Toll (net of value added tax). A data report shall qualify as suitable for calculating the Toll if, on the basis of the data report, the Toll is actually paid by the Customer, regardless of the time and the method of payment. The Operator shall not receive any cost reimbursement if the Toll is reimbursed to the customer's balance.
- 11.2. The Operator understands that in the case of changes in the law governing cost reimbursement, the basis and amount of reimbursement shall also change on the day the legislative change takes effect and to the extent specified therein, without any amendment to the GTC; the NTPS shall, however, notify Operators of such changes.
- 11.3. The charging period between the Parties shall be a full calendar month.
- 11.4. Within 15 days after the end of the charging period, the NTPS shall draw up a statement for the relevant charging period of the aggregate amount of toll payable by the Operator's Customers based on the Operator's Data Reports. The Operator understands that, irrespective of the Data Reports, the reimbursement shall be determined by the toll payment liability of the Customer (the amount of toll based on the Customer's toll declaration), therefore, the Operator shall receive no cost reimbursement in the case of any exemption from toll payment or the suspension of toll payment obligations.

- 11.5. If the Operator disputes the information in the statement, it may submit a detailed written objection against the itemized statement within four business days of receipt of the statement, and shall deliver all data recorded in its own statement with respect to the relevant item, provided that such data may be disclosed to the NTPS. The NTPS shall review the information and data set out in the objection within five business days and, if it agrees with such information, it shall forward to the Operator an amended statement within five business days; otherwise the NTPS shall notify the Operator of its dismissal and the reasons thereof by the same date. If no objection is received, the statement shall be deemed as accepted on the fifth business day.
- 11.6. Based on the expressly or implicitly accepted statement, the NTPS shall issue a performance certificate for the Operator, which shall issue its invoice of the reimbursement based on such certificate. If no objections are made as to the information in the statement under Clause 11.5, the NTPS shall issue a performance certificate to the Operator within eight business days following approval of the statement.
- 11.7. The Operator shall attach the NTPS's original performance certificate to the invoice, and shall indicate on the invoice the specific identification code sent to it by the NTPS at least 15 days prior to the closing of the first invoicing period following the issuance of the accession license.
- 11.8. Moreover, the Operator acknowledges and accepts that the invoice and the documents constituting organic attachments to the former shall be received by the Finance and Accounting Department of the NTPS (or, in the case of a change, by the organizational unit with the same function, 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 the NTPS within five business days of receipt. If NTPS raises any objection against the invoice or any item or part thereof within such period, 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 by the law). If the objection is proven to be legitimate, the Operator shall amend its invoice.
- 11.10. Moreover, the Operator acknowledges that the NTPS is unable to pay the cost reimbursement and shall also return the invoice to the Operator if the invoice lacks its necessary and inseparable attachments, or if the invoice has not been delivered to the Finance and Accounting Department of the NTPS (or, in the case of a change, to the organizational unit with the same functions). Late payment by the NTPS shall also be excluded under such circumstances.
- 11.11. The NTPS shall pay the reimbursement by bank transfer within 30 days of its receipt of the invoice.
- 11.12. In the event of overdue 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 shall only pay the flat-rate reimbursement amount to the Operator's bank account number; any assignment, the transfer of the contract or any change to the parties to the contract, other than changes due to merger, de-merger and statutory legal succession, shall be excluded. Where the bank account number of the Operator is not included in any public registry that is freely accessible to the NTPS in Hungarian, the Operator shall certify, through an official statement issued by the financial institution maintaining the payment account, that the account number specified in its invoice is its own account number.

**12. Verifying whether the reimbursement is based on the actual cost**

- 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 the toll declaration operator under these GTC. Considering the above, the Auditor may, from time to time, audit the costs and expenses of the Operator.
- 12.2. The Operator shall ensure that, while exercising the Auditor's right to inspection, the Auditor has access to its premises, agreements concluded by the Operator as the 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 payment of reimbursement**

- 13.1. The 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, if the payment of reimbursements has been suspended, the NTPS shall not be deemed to be in default with its payment obligation:
  - a) the Operator has failed to comply with its obligation to cooperate under Clause 12 of the GTC;
  - b) the Operator has failed to comply with its obligation to cooperate in auditing Data Reports, pursuant to Clause 9.4 of the GTC;
  - c) Service Level measurements or Data Report audits have established that the Operator failed to meet one or more Service Levels to the extent that it provides sufficient grounds for the NTPS to terminate the Agreement with extraordinary notice;
  - d) the Operator has failed to send the Service Report required for determining the SLA within 10 days past the deadline as per Clause 9.2 of the GTC;
  - e) the Operator has failed to renew or amend its liability insurance policy (i.e. to comply with its obligations to increase the liability insurance amount), pursuant to Clause 7.4 of the GTC.

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

- 14.1. The Operator shall cooperate with the Auditor in the accession licensing procedure, the Data Report audit and the verification of the reimbursement cost base (for the purposes of this Clause 14, hereinafter, they shall be collectively referred to as "audit") free of charge; in particular, it shall not charge the NTPS or the Auditor any costs related to its cooperation in the accession licensing procedure, or set off such costs against the accession processing fee payable by the Operator.
- 14.2. Following the issue of the accession license, the NTPS may conduct regular annual and, where appropriate, extraordinary audits with the Operator, including in accordance with the provisions of Clause 9. Data received by the Auditor during the audits shall only be used for the purpose of the relevant audit. Audit fees shall be borne by the Operator in the amounts set out in Schedule 2. If, during any calendar year, more than two extraordinary audits are conducted, the NTPS shall set out the reasons for the need for the third and any subsequent extraordinary audits.
- 14.3. Unless the law otherwise provides, the Auditor shall close the audit within 90 days.
- 14.4. Unless the law otherwise provides, 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 is able to perform the Data Report 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 is able to conduct the accession licensing procedure under Clause Schedule 2 of 2 at a location within the territory of the European Union.
- 14.7. Within three business days of receiving the Auditor's minutes or report on the accession licensing procedure (for the purposes of this clause, hereinafter to be collectively referred to as: 'report'), the Operator may file an objection with the NTPS against any finding of the report, which the NTPS (with the help of the Auditor if necessary) shall investigate within three more business days and then consult with the Operator; where appropriate, the NTPS may have the audit repeated. Such consultation shall not affect the Operator's right to bring the dispute related to the report to court. This Clause shall not apply if the Auditor, the Supervising Authority or the applicable laws otherwise provide concerning this matter.
- 14.8. The Auditor shall perform the audit without unreasonably interfering with the Operator's business activities.

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

- 15.1. The Individual Agreement shall enter into force upon its approval by both Parties. The Individual Agreement shall be concluded for an indefinite period.
- 15.2. The NTPS has the right to terminate the Individual Agreement in its discretion with immediate effect or with a 15-day notice period, by delivering a reasoned written notice to the Operator if
  - a) the Operator has failed to comply with its obligation related to the security as stipulated in Clauses 7.3 to 7.5 of the GTC;
  - b) the Operator has failed to meet any Minimum Service Level;
  - c) in the cases specified under Clause 4 ("Determination of Service Levels") of Schedule 1 of the GTC;
  - d) the Operator is in breach of any other material obligation stipulated in the GTC, and has failed to remedy that situation within five days after receiving the NTPS's request to this effect;
  - e) the Operator has become subject to a bankruptcy or voluntary dissolution procedure, or its liquidation has been ordered by a final and binding decision;
  - f) based on the findings of the Data Report 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 has failed 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 has failed to remedy the situation within eight days after receiving the written notice from the NTPS to that effect;
  - h) the Operator has failed to draw up and disclose its annual report as prescribed by law within 180 days following expiry of the respective deadline and has not remedied such failure within 60 days following the receipt of written notice by the NTPS to that effect;
  - i) where the Operator is required to draw up an annual report yet is not required by the law to disclose it, and the NTPS requested the Operator under Clause 9.8(b) to

send the report but the Operator has failed to comply with such request, including after the expiry of the deadline set out in Clause 9.9;

- j) the Operator fails to meet the requirements regarding transparent organizations set out in Section 3(1)(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 practices that are liable to negatively influence the public perception of the UD Toll System.
- 15.3. After 1 January 2016, the NTPS has the right to terminate the Individual Agreement without stating its reasons by written notice to the Operator, at 30 days’ notice.
- 15.4. If the contract to be concluded between the NTPS and the Ministry in relation to financing the obligations of the NTPS, based on these GTC and the Individual Agreement (hereinafter: “Financing Contract”), (i) is not concluded in respect of the period concerned, or (ii) the Financing Contract ceases or is terminated, or (iii) the financing provided on the basis of the Financing Contract is suspended for any reason whatsoever and, as a result of any of the above circumstances, the NTPS is unable to comply with its flat-rate reimbursement obligation due to the lack of available funds, and the Cooperation Agreement is not concluded; or, if the ‘Financing Contract’ is not concluded or it expires/is terminated, the NTPS shall be entitled to terminate the Individual Agreement on the given subject, which was previously concluded between the Toll Declaration Operator and the NTPS, without stating its 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 any of the above circumstances occur, 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 the NTPS. Even in such an event, the Operator shall be entitled to receive the contractual value of the services performed and attested by the NTPS until receipt of the notification of termination from the 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 the NTPS if the NTPS has failed to comply with an overdue payment obligation within 30 days despite the Operator’s written request to that effect.
- 15.7. If the accession license is not granted by the NTPS for more than 60 days after the date under Clause 5.2 of the GTC due to non-compliance with the accession conditions, either of the Parties may terminate the Individual Agreement with immediate effect.
- 15.8. The NTPS has the right to terminate the Individual Agreement with an at least 30-day notice (for all toll declaration operators) if the UD Toll System is terminated pursuant to the law.
- 15.9. The Operator understands that if the Individual Agreement is lawfully terminated by the NTPS, the NTPS shall have no liability to pay damages to the Operator in connection with the termination of the Individual Agreement.

- 15.10. In the event the NTPS becomes entitled to terminate the Specific Contract with immediate effect pursuant the GTC, instead of termination with immediate effect, it may suspend the performance of the Agreement for 15 days by a written notice to the Operator. During such suspension, the NTPS shall not receive Data Reports form the Operator and shall not pay cost reimbursement.

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

- 16.1. The NTPS is entitled to amend the GTC unilaterally at any time. The NTPS shall publish the amended text of GTC on its website. With the exception of cases provided for in this GTC, such publications shall precede the entry into force of the GTC by a minimum of 30 days. The NTPS shall inform the Operator of the amendment by email at the same time the amended GTC is published by forwarding the amended text; however, the date of publication shall not depend on the arrival of the electronic information to the Operator.
- 16.2. As from the time of the publication of the amended GTC on the NTPS' Internet website, the Operator shall be deemed to have familiarised itself with and implicitly acknowledged the information in the amended GTC.
- 16.3. The NTPS may order the application of the map layer in accordance with this GTC from the 10<sup>th</sup> 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 the case of a unilateral upgrading of the interface specification, such upgrade shall not enter into force before the 10<sup>th</sup> day following its publication.
- 16.5. The NTPS may amend, with immediate effect, the SLAs set out in Clause 4 of Schedule 1 related to the provision of Data Reports (i.e. SLA1, SLA2, SLA3 and SLA4), consecutive Data Reports (see Schedule 1) and the final deadline open for Data Reports in order to ensure that the amendment is more favourable for the Operator. For the purposes of this clause, the SLA shall be considered as being more favourable for the Operator if the reporting periods are extended, the number of Data Reports to be sent within the given timeframe decreases, the number of OBUs that can be exempted of SLA measuring increases, or the sanctions applicable in the case of SLA-violations are mitigated.
- 16.6. The NTPS may, following an amendment with immediate effect under Clause 16.5 (in this clause: "prompt amendment"), modify the GTC in order to ensure that the provisions affected by the prompt amendment should not be more severe than the equivalent provisions prior to the prompt amendment. The amendment shall not enter into force prior to the day following its publication. If the provisions published are more severe than the equivalent provisions prior to the prompt amendment, their entry into force shall be governed by the provisions under Clause 16.1. For the purposes of this clause, more severe provisions shall include where the reporting periods are reduced, the number of Data Reports to be sent within the given timeframe increases, the number of OBUs that can be exempted of SLA measuring decreases, or the sanctions applicable in the case of SLA-violation become more severe for the Operator.
- 16.7. The NTPS shall notify the Operator of the potential amendments (updates) of the interface specification and map layer referred to in Clause 16.4 and provide the Operator with the amended (updated) conditions.

## **17. Communication**

- 17.1. Unless the Parties have otherwise agreed on a case-by-case basis, the language of communication shall be 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 in their discretion, notifying the other party of any such decision. The amendment shall enter into force at the time of notification. Notices on change shall be sent by the authorized contact person prior to the change or the person authorized to sign documents on behalf of the party concerned.
- 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 (registered mail, return receipt requested), provided that such declaration shall simultaneously be delivered electronically (by fax or e-mail) to the other Party.
- 17.4. All other notices and other declarations shall be made in writing and delivered in person, by post (registered mail, return receipt requested) or by email or, if another delivery method is stipulated for the relevant notice in the GTC (in particular, for notices sent on the Interface under Schedule 1), in the manner and with the content stipulated in the GTC. If the Operator refuses to take over a postal item within 5 (five) days of its delivery, the item shall be deemed to have been delivered on the 6<sup>th</sup> day.

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

- 18.1. Pursuant to the agreements concluded with the Customer, the 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 period and the data processing purposes stipulated below:
  - a) until the lapse of the claim concerning the payment of the Toll, with a view to settling a dispute between the Customer and the NTPS;
  - b) until the lapse of the claim concerning the payment of the cost reimbursement, with a view to settling accounts and disputes, if any, between the Operator and the NTPS.
- 18.2. The Operator shall retain and archive all Customer data transferred from the OBUs to the Processing System during its activity as toll declaration operator, with the exception of 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, the NTPS notifies the Operator of any complaint handling proceedings or disputes pending with respect to a Customer, the Operator shall retain and archive the relevant Customer data until further notice by the NTPS on the closing of such complaint management proceedings or dispute.
- 18.4. During the time of data archiving under Clause 18.2 of the GTC, the Operator shall disclose the Customer data stored in the Processing System to the NTPS upon request, in the following cases and for the following purposes:
  - a) complaint management proceedings by or in cooperation with the NTPS, in order to verify whether the relevant Customer complaint is justified;
  - b) a dispute between the NTPS and the Customer related to the payment of Toll, with a view to settling such dispute;
  - c) other disputes between the NTPS and the Customer regarding the Road Use Authorization, with a view to settling the dispute;
  - d) For the measurement of SLAs by the 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. Any data processing and data transfer activities under this Clause 18 of the GTC shall be performed by the NTPS and the Operator in compliance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and of General Data Protection Regulation (GDPR) 216/679/EU

## **19. Confidentiality**

- 19.1. All business information or other data received by the Parties from the other Party during the performance of the Individual Agreement, or communicated by them or by a third party on their behalf in connection with the GTC, the Individual Agreement and the provisions thereof, or data received by the Parties during the performance of the Individual Agreement and 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 by the applicable laws, shall be kept confidential as trade secrets, and the Parties shall take all security measures reasonably expected in order to ensure the confidentiality of such trade secrets.
- 19.2. No data collected under the Agreement shall be used by the NTPS unless for purposes related to the performance of the Agreement.
- 19.3. The disclosure of a trade secret shall not be deemed as a breach of 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 has ensured that such person is bound by at least the same level of confidentiality as 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 or legislative provision 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. Any demonstrated damage to the other party arising from the breach of the obligations under Clause 19.1 of the GTC (including, in particular, damage caused by the other party and reimbursed to Customers) shall be reimbursed by the Party that has unlawfully disclosed 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, at the time the reports are forwarded to the NTPS (including but not limited to reports of malfunctions, if any), the Operator identifies itself to the NTPS using such individual identification number. If the Operator becomes aware of its individual identification number having been disclosed to unauthorised third parties, it shall immediately notify the NTPS thereof; the NTPS shall issue a new individual identification number to the Operator following the receipt of the notice. If the 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 the NTPS; therefore, the NTPS shall enter into a non-disclosure agreement with the Auditor pursuant to which the Auditor shall be bound by the same level of confidentiality as stipulated in this clause, in particular as far as data received during the audit is concerned. The NTPS shall be liable towards the Operator for the Auditor's conduct and any damage caused by the Auditor, 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 the NTPS.

## **20. Force Majeure**

- 20.1. For the purposes of this clause, a force majeure event shall mean an unavoidable incident which is beyond the control of the Party concerned, which could not be reasonably foreseen at the time of signing the contract and the Party concerned cannot be reasonably expected to prevent or avert such incident.
- 20.2. Neither Party shall be liable for the non-performance, default or late performance of their obligations hereunder, where 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 Party concerned shall immediately notify the other Party in writing of the delay, specifying the expected duration and consequences of the delay.
- 20.3. During the force majeure event, the term of the Agreement shall be suspended to the extent that the performance of the Agreement becomes impossible due to the force majeure event.

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

- 21.1. The Parties intend to resolve their disputes primarily through their contact persons. If, in the opinion of the Operator, such dispute resolution efforts have failed, it shall draw up a short summary of the dispute, specifying its main points (hereinafter: "**complaint**"), which shall be delivered to the dispute resolution board specifically established within the NTPS as a higher level authority than the contact persons of the NTPS and consisting of members otherwise not participating in the performance of the Agreement by the NTPS, for the assessment of disputes related to the Agreement, in particular to the payment and amount of 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 shall review the complaint, the data and evidence available to the Parties, enabling the Operator to view such data and evidence or making a copy of them for the Operator subject to the terms and conditions of this contract (provided that it shall not compromise 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 shall assess the complaint based on the Operator's complaint and all other further comments of the Parties regarding the dispute and adopt a statement to be delivered to the Operator. If the Dispute Resolution Board is unable to adjudge the complaint within 15 days of its receipt, it shall inform the Operator of the reason thereof within 15 days and assess the complaint within an additional period of up to 30 days (i.e. 45 days in total from receipt).
- 21.3. If the Parties refuse to accept the decision of the Dispute Resolution Board and therefore the dispute cannot be resolved in accordance with this Clause 21, the Parties shall refer the dispute for resolution to an ordinary Hungarian court having jurisdiction and competence.

- 21.4. Upon the Operator's request, the GTC and the Special Agreement shall be forwarded by the 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 the Individual Agreement shall be governed by the Hungarian law. The Parties hereby order to apply the provisions of Act V of 2013 on the Civil Code to the Individual Agreements, regardless of the date the Individual Agreements were concluded.

## **22. List of the GTC's Schedules**

- 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
- [Schedule 11 Declaration on the publication of financial statements](#)
- [Schedule 12 Declaration on transparency](#)
- [Schedule 13 Declaration on good reputation](#)
- [Schedule 14 Declaration on compliance with the technical conditions of accession](#)
- [Schedule 15 Declaration on the suitability of the Call Centre and the customer correspondence system](#)
- [Schedule 16 Accession Licence](#)
- Annex 17 Malfunction reporting

- 22.2. The following documentation referred to in Schedule 3 (interface specifications and map layers, service report template) shall be deemed by the Parties as inseparable parts of the Agreement without attaching them to the present GTC in their entirety.

## **23. Transitional provisions**

- 23.1. Sections 5 (f) and 6 of Annex 1 of the present GTC shall be applied as of 1 January 2022 for all Toll Declaration Operators holding an accession licence at the time of the present GTC entering into force. Toll Declaration Operators holding an accession licence must ensure that their operations are fully compliant with the requirements set out in the aforementioned Sections by no later than said date.
- 23.2. In accordance with Section 1.3.1 of Annex 1, Toll Declaration Operators must guarantee data roaming capability for the SIM cards of their customers' On-Board Units, by no later than the deadline specified in Section 23.1. Said data roaming capability must be sufficient to allow for full-scale Data Reporting with regards to crossing the country border.

- 23.3. All sections of the 2nd accession licencing procedure described in Annex 2 of the present GTC shall also be applicable to accession procedures in progress. These accession procedures must be restarted in accordance with the stipulations of the present GTC, with all previous statements deemed ineffective.

## Schedule 1

### Technical specifications of the cooperation according to the subject-matter of the GTC, and Service Levels

#### Definitions

Term	Definition
NTPS	National Toll Payment Services Plc., 1134 Budapest, Váci út 45/B.
Data Report	A data report forwarded by the Operator through the Interface pursuant to the laws and the provisions of the GTC, where such reported data were created by the Operator from the Customer location identification data under the GTC, in particular Schedule 1 of the GTC, on the basis of which the NTPS draws up 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	The provision of data with respect to the use of the Toll Road Section by a Tolled Motor Vehicle, on the basis of which the toll payment liability is calculated. This term essentially corresponds to 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 activities defined as such in the Toll Act. (The Operator is the toll declaration operator entering into the Individual Agreement.)
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 Reports for the Bound Toll Service Provider. The successful Section and Session Matching are prerequisites of the compilation of Data Reports.
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.
	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, established in order to perform general police duties.
Person subject to toll payment	Primarily the contracted toll-payer; in the absence of the former, the operator of the Vehicle or the Road User irrespective of his/her nationality or the country having registered the motor vehicle used or operated or owned by the Road User.
Motor Vehicle subject to Charge	A Motor Vehicle the owner or operator of which is a Road User subject to toll payment.

<b>Term</b>	<b>Definition</b>
Charged Road Network	The entirety of the parts of the Road Network available for use against the payment of the Toll defined by the specific applicable law as amended from time to time.
Charged Road Section	Any Road Section available for Vehicles against the payment of Toll, as defined in Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads.
Bound Toll Service Provider	A toll service provider obliged to enable all toll-payers to obtain road usage right through the ET system.
Electronic Toll Service	The service allowing Contracted Toll-payers to complete their tasks related to Toll payment with the help of electronic devices.
Lost Profit	The term as defined in the body of the GTC.
EURO Class	Any of the classes within the Emission Classification protocol. They include: 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	The 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 in which, pursuant to the agreement concluded the toll-payer, the service provider measures road use by the Customers using an EETS compliant on-board equipment within the territory European Electronic Toll Service, integrating and collecting toll from customers, and settling accounts with European Electronic Toll Chargers.
European Toll-collection Service	The 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, which is 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).

<b>Term</b>	<b>Definition</b>
Blacklist	A list compiled by Toll Service Providers, which includes the number plates and the identification information of On-Board Equipment 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 in the Vehicles belonging to Customers, which uses the location data transferred from the OBU for calculating (defining) the data included in the Data Report 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 according to the Vehicle Classification.
Vehicle Classification	The classification of a group of vehicles into classes on the basis of a certain 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, driven by a single driver.
VTC-Classification	<p>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"> <li>- Vehicle Category D1: Motorcycles, and Motor Vehicles with any towed trailer with a maximum permissible gross weight of 3.5 tons;</li> <li>- Vehicle category B2: Buses of any number of axles and with trailers with a maximum permissible gross weight over 3.5 tons;</li> <li>- Vehicle category J2: Goods Motor Vehicles of two axles with a maximum permissible gross weight over 3.5 tons;</li> <li>- Vehicle category J3: Goods Motor Vehicles and Articulated Vehicle Combinations of three axles with a maximum permissible gross weight over 3.5 tons;</li> <li>- 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.</li> </ul> <p>The Number of Axles means the total number of axles on the Motor Vehicle or the Articulated Vehicle Combination. Axles not used (lifted) also count towards the number of axles.</p>

<b>Term</b>	<b>Definition</b>
Unauthorized Road Usage	Unauthorized road usage shall mean any road usage where insufficient toll or no toll is paid by Toll-payers for the use of Charged Road Sections. Except in cases of exemption.
Emission Classes	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 capable of identifying even those Tolled Road Sections for which no location data are available from the On-Board Unit or the On-Board Equipment, provided that 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 location 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 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 Toll Payer either with the Toll Collector (in the case of a User Charge) or with a Toll Service Provider contracted by the Toll 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 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 as a Toll Service Provider contracted by the Toll Charger.
Service Level Agreement	An agreement incorporated in the Agreement, setting out provisions on Service Levels and meeting such Service Levels.
Goods Motor Vehicle	A Motor Vehicle used to transport goods.
Number of axles	A variable feature of Vehicles or Articulated Vehicle Combinations that effect the amount of the Toll. The number of axles shall mean the aggregate number of axles on the towing and towed vehicles.
UD Toll System	The electronic system operated by the NTPS for declaring, levying and collecting tolls, supporting the supervision of toll payment and the authorized use of basic tolled sections.
Toll	The pay-as-you-go fee payable for the use of the Tolled Section.
Toll Enforcement	The activity of controlling and enforcing compliance with legal regulations related to the Toll, including proceedings for the payment of Penalty.
Single Tolled Road Section	See: Tolled Road Section

<b>Term</b>	<b>Definition</b>
Tolled Motor Vehicle	A Motor Vehicle owned or operated by the Road User subject to Toll.
Toll Domain	The entirety of all Tolled Road Sections within the territory of Hungary.
Tolled Road Section	A Road Section available against the payment of Toll for Motor Vehicles falling into a specific Toll Category defined in a separate law.
Tolled Route	Any Route containing one or more Tolled Road Sections.
Toll Charger	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 does not exactly correspond to the English one. Currently, there is a single 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	The entirety of public roads in Hungary.
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 have entered into a Subscription Agreement with the Operator and, at the same time, have entered into an agreement with the NTPS as the bound toll service provider (see Sections 2(7) and (24) of the Road Toll Act) on the payment of toll, and, as part of this, have registered at NTPS pursuant to Schedule 3 of the GTC and consented to the submission of Data Reports.
Customer Service Point	The entirety of channels through which Customers can arrange issues related to Electronic Toll Collection or Electronic Toll Service.
Customer Management	Business processes available for Customer Service Points and Customer Service procedures conducted at such points.
Route Ticket	A pre-purchased road use authorization for the use of one or more Tolled Road Sections by pre-defined Tolled Motor Vehicles or Tolled Articulated Vehicle Combinations. By buying a route ticket, the Road User declares the use of the relevant Tolled Road Sections and pays the Toll calculated based on their use.

## **1. Technical tasks**

### **1.1 General Description**

Toll payment is mandatory for cargo vehicles with a maximum permissible gross weight in excess of 3.5 tons. The pay-as-you-go fee depends on the type of road used, the VTC (J2, J3, J4) and the emission classification of the motor vehicle.

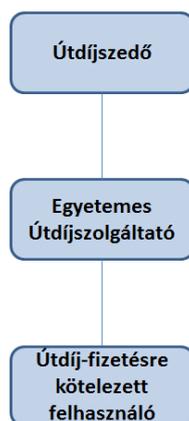
Pursuant to the EETS guidelines in respect of charging and enforcing Tolls, in Hungary, there are various entities, the scope of tasks and sphere of responsibilities of which are precisely set out and differentiated:

- Toll Charger
  - 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 Electronic

Toll Collection. The National Toll Payment Services Plc. is the Toll Charger in Hungary.

- Its primary task is to receive Toll Declarations from Toll Service Providers (including Bound Toll Service Providers) on the use of Tolled Road Sections, calculate the Toll payable for each Tolled Road Sections and collect data in order to identify unauthorized road use.
- Bound Toll Service Provider
  - 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 that so requests. The 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 in charge of enforcement. In Hungary, the Police acts as the Enforcement Agency.
  - Its primary task is to take action 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:



**Chart 1 – Contractual relationship between the Toll Charger, the Bound Toll Service Provider and users subject to Toll Payment**

## 1.2 Toll declarations on the use of tolled road sections

Toll declarations on the use of Tolled Road Sections and Data Reports required for compiling such Declarations shall be submitted by either of the following methods:

- a) With a pre-purchased route ticket for a pre-planned route.
- b) With the help of an on-board unit provided by the Toll Declaration Operator (in such cases only Data Reports are forwarded for Toll Declarations).
- c) With the help of an On-Board Unit (OBU) provided by an EETS provider under a contract. (The latter method of toll declaration is currently unavailable.)

Similarly to Western European systems, the Hungarian system offers a solution enabling automatic toll declaration through a so-called On-Board Unit (OBU). It means that the Tolled Road User does not have to pay the Road Use Authorization in the form of a Route Ticket prior to each 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).

Based on the Data Report, the UD Toll System generates a Toll Declaration, provided that

- d) the Customer provided all data required for the Toll Declaration,
- e) the Customer's balance available with the Toll Service Provider for the payment of Toll ensures the payment of the Toll for the Road Section concerned by the Data Report, or the Customer pays the Toll for the given Road Section covered by the Data Report subsequently, on the basis of an agreement with the Toll Service Provider.

If the absence of sufficient balance or an agreement on post-payment or data necessary for preparing the Toll Declaration, the NTPS shall not prepare any Toll Declaration based on the Data Report, which shall result in Unauthorized Road Use.

In addition to the above, OBUs are already in use to support fleet tracking systems in a number of vehicles. Similarly to their original function, they are used to track the movement of vehicles, with the exception that the only information required is generated in connection with the use of Tolloed 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 available if the operators of the On-Board Units have entered into an agreement in advance with the currently only Toll Service Provider in Hungary, the National Toll Payment Service, acting as the Bound Toll Service Provider. In that quality, the fleet tracking service provider companies act as Toll Declaration Operators in addition to the Bound Toll Service Provider.

Therefore, users already having entered into a contract with fleet tracking companies are only required to initiate the extension of the scope of services and register in the UD Toll System with the OBUs belonging to their fleet tracking system in order to become Customers; the Data Report required for the Declaration is automatically delivered by the fleet tracking company acting as the Toll Declaration Operator, based on the movements of the motor vehicle.

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

#### **1.3.1 Establishing road use and Reporting Data**

It is the duty of the Toll Declaration Operator to generate messages concerning Tolloed 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 Report). The Toll Declaration Operator thus issues statements regarding the use of Single Tolloed 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 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 whether a Single Tolloed 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; however, even if the rules of section matching do not justify more frequent sampling, the system shall take sample data at least once every 20 seconds when not in motion, and shall send it to the Toll Declaration Operator's system. Moreover, 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.

The Toll Declaration Operator must provide SIM cards with data roaming capability for its On-Board Units, in order to guarantee full-scale Data Reporting with regards to crossing the country border.

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 location 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 where appropriate. 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.

The NTPS shall send confirmation on the data report through the Interface, which shall include the time Data Report is received by the UD Toll System, which shall coincide with the time the Toll Declaration Operator reports the data. The time stamp (InsertTimeStamp or ITS) sent in confirmation may be disputed by the Toll Declaration Operator immediately upon receipt thereof but within four 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 have been accepted and shall further be considered as the date of performance regarding both the confirmation and the data report 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 in the form and with the content as defined by the terms on notification of the GTC, i.e. through a route other than 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), the reason for the objection, a detailed description of the relevant facts and any supporting evidence. The objection and the chosen ITS have no relevance in respect of the preparation of the settlement, which shall take place on the basis of the original ITS; the objection shall only have relevance in respect of the SLAs. The NTPS has the right to reject the objection without examination if it does not comply with the formal requirements laid down in the GTC. Otherwise, the NTPS shall decide on the objection following a thorough examination within 15 days. The NTPS shall have one minute to send back the ITS confirmation, which shall be part of the 15-minute period.

The final deadline for forwarding a data report is a maximum of 240 hours after the establishment of road use time by technological means (Event\_Time\_Stamp; ETS) in accordance with this policy. Accordingly, where the period between ITS and ETS exceeds 240 hours (so called absolute timeout), the NTPS may reject the data report. For further regulations governing date reports, see Schedule 4 of this policy.

The data reports shall be consecutive, i.e. any data report with an ETS time earlier than an earlier data report may 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-OBUs setting, NTPS shall accept, within a period of 120 minutes following the ETS assigned to a specific road use ('tolerance period'), a data report even if data were reported with a later ETS time. Acceptance by NTPS shall not mean that the Operator is obliged to perform non-real time and non-consecutive data reports; therefore, if unauthorised road use is established regarding the road user due to a shortage of balance at a non-appropriate time, on the basis of the non-real time and non-consecutive data reports within 120 minutes, the Customer's damages resulting from the above shall be reimbursed by the toll declaration operator.

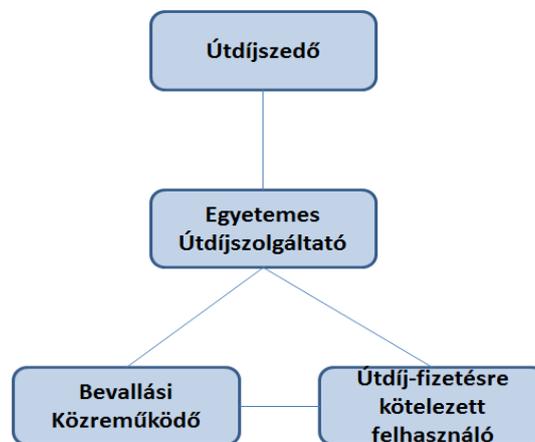
The NTPS is entitled to audit Data Reports and to choose not to prepare a toll declaration for presumably incorrect Data Reports.

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

The tasks related to calculating the 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 no responsibilities in that regard.

The Toll Declaration Operator shall be responsible for the activities up to the Data Report 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 centre, software, map and 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 – 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 persons as required (contact person, Road User) (e.g.: call centre and the protocols to be described below).
- b) Performing the optional tasks the Toll Declaration Operator may undertake, where any such tasks 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 in order to perform its duties specified subsequent to the Data Report (e.g.: call centre).

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

### 2.1 Rules governing section matching

With the exception of the cases defined in the GTC, the pay-as-you-go toll payment obligation shall arise when the use of the relevant unit tolled section starts. Forwarding Data Reports shall be

obligatory in cases where the Tolloed Motor Vehicle travelled more than 50 m on the given Road Section, subject to the provisions of Clause 2.1. The Toll Declaration Operator, the Customer and the Road User shall make all reasonable effort in order to ensure that Data Reports are forwarded as soon as possible but in any case before the absolute timeout. Any Data Report sent beyond the absolute timeout shall not create road use authorization, shall not be accepted by the NTPS and no flat rate cost reimbursement shall be performed on the basis of the above. 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.

#### Determining the specific time data of Data Reports

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

- (a) with the exception specified in paragraph (b), on the basis of 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, shall be regarded as the 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 as follows:
  - (i) the 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 along the route (not as the crow flies) 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, yet the time of the last GPS coordinate before entering the section is within two hours of 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 specified as the ETS time;
  - (iii) in all other cases: the time of the GPS coordinate on the basis of which the section usage can be clearly established, less two hours.

#### **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, in such cases, 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 in the same direction along the same Tolloed Road Section;
- b) the Road User leaves the Tolloed Road Section once before reaching the end of the Section, then returns to the same Tolloed Road Section and continues their journey in the original direction within 12 hours of starting to use the Tolloed Road Section, without driving on the previously covered road section for more than half of the unit tolloed section up to 200 m.

However, the following cases shall be considered as deviations from 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 Tolled Road Section;
- d) within 12 hours of starting to use the Toll Road Section, the Road User leaves the Tolled Road Section once, then returns to the same Tolled Road Section and continues their journey in the original direction on the previously covered road section for more than half of the unit tolled section or in excess of 200 m, in which case they always have to pay the toll again. If, considering the application of the rule, a new data report is required, the application of the rule will commence when new data are reported and may be repeated any number of times;
- e) if the Road User returns to the Toll Road Section for the second time and uses a road section they previously used, a new Data Report is required even if the conditions laid down in paragraph (b) are met;
- f) the Road User leaves the Tolled Road Section and drives onto another Tolled Road Section or turns back when Road Usage has already been established (at least 50 m have been travelled), then returns to the first Tolled Road Section.

### **2.1.2 Turning back**

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

### **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 the case of sections running parallel or on the same carriageway, based on the cartographic data recorded based on the center line of the carriageway, it cannot be undoubtedly established with respect to one or more parallel sections of

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

which road is actually used by the Road User, 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, it shall be assumed that:

- c) With regard to parallel Tolled Road Sections, the Road User is deemed to have used the higher road class (based on road numbers); if the roads belong to the same class, the Toll Declaration Operator shall select the road in its own discretion.
- d) In the case of a 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 interoperable roads**

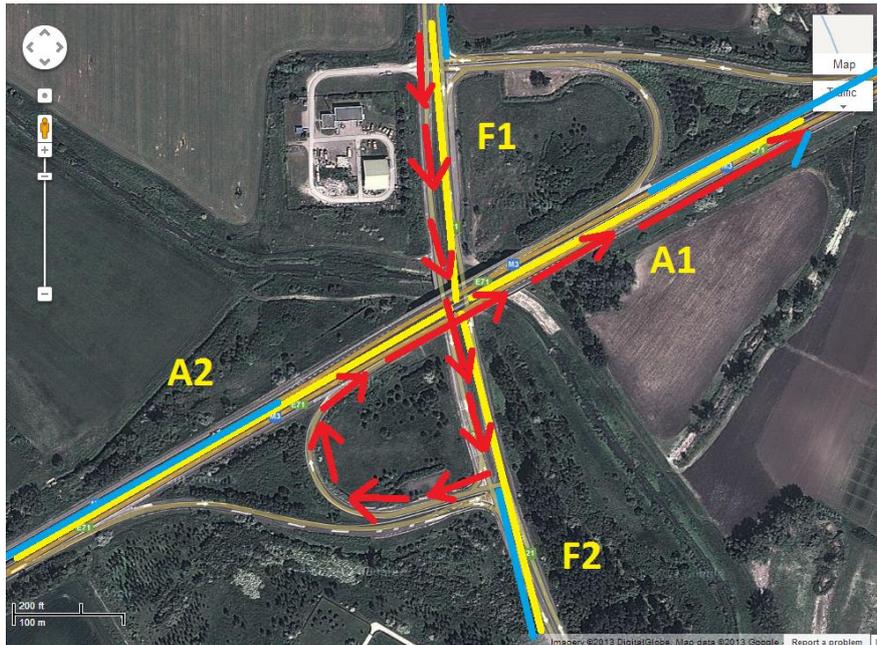
If, because of the road network topology with respect to a Single Tolled Road Section, there are one or more passages on the road section between the roads referred to above running together and, therefore, no use can be undoubtedly established with respect to the relevant Tolled Road Section even at 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 used a Tolled Road Section, the Road User shall be deemed to have used the Tolled Road Section of the Road Sections in question running in parallel.
- b) otherwise, i.e. if in advance of or following such parallel Road Sections, the Road User used a toll-free Road Section, they shall be deemed to have used the toll-free road section.

### 2.1.5 Interconnecting and access sections and intersections

If a tolled or not tolled road section can only be accessed along an interconnecting section, the route of which is, due to its function, the same as that of one or more unit tolled sections, no road use shall be established for the relevant transit road sections and no Data Report 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 drive through.

This rule is especially relevant in situations where a toll section intersects another toll section (or toll-free section), generally but not necessarily with a flyover or underpass, and, in order to get from one toll section to the other, one or more unit tolled sections need to be used in order to drive through. 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) and driving onto the motorway (Section A1) but, because the unit tolled sections (F1, F2, A1, A2) start from the mathematical centre of the intersection, the Section Matching of the unit tolled sections (F2) and (A2) does not have to be performed for the loop used for turning to the left.

## 2.2

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

- a) 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 'non-supervised section parts' of the Tolled Road section in question, according to the general rules. Those tolled road sections where several road sections are to be taken into consideration due to the location of the non-supervised sections shall be considered as if the sections to be taken into consideration constituted a continuous road section. Therefore, if the road use is continuous according to the general road usage, a single data report shall only be forwarded.
- b) In respect of the sections specified in point (b) of Schedule 8 of the GTC, road use shall be stated on a single occasion (single 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'); i.e. also where it cannot be clearly established whether the road use took place on toll or non-toll sections. Thereafter, with regard to the toll section in question, the Road User may

- (i) continue using the road without a time limit; i.e. the rule determined in Clause 2.1.1 (“Uninterrupted road use, leaving the road and renewed road use”) shall not apply, and thus the time limit determined in that Clause shall not be taken into consideration,
  - (ii) continue to use the road even if the Road User has turned back, i.e. the turn-back rule specified in Clause 2.1.2 (“Turn back”) shall not apply.
- c) If there are Toll Sections between the Road User’s penultimate position observed and the last position observed and it can be undoubtedly established, considering the relevant time and speed data, 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 there are or there may be Toll Section(s) between the penultimate and the last observed 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 only travel from one position to the other position in the correct direction on the toll road network along a single route
- a maximum of one 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 only travel from the toll section identified on the basis of a position to the other position on the toll road network along a single route,

the Toll Declaration Operator has a Data Reporting obligation about the missing Toll Sections in the manner provided for in the protocol, applying the rules of session matching. (In the event of session matching, the Toll Declaration Operator shall provide data similar to section matching, indicating the fact of session matching.)

### **2.3.2 Objections raised against road use calculated based on 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 demonstrate 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 for demonstration purposes.

## **2.4 Skipping report and Skipped Section Matching**

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

If there are or there may be Toll Section(s) between the penultimate and the 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). With the exception of being used as a basis for calculating cost reimbursement, the content of the Skipping Report cannot be considered a Data Report; 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 leap is located within Hungary whereas the other end is located outside Hungary, instead of the endpoint outside Hungary, the border crossing closest to the endpoint located in a straight line closer to the border of Hungary should be reported (the exact parameters of the border crossing checkpoints can be found in Schedule 9 of the GTC), unless there is a border crossing accessible by speedway or motorway at a distance, measured along the route, of less than 1.5 times the distance to the closest border station as measured along the route. In the latter 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.

The interface specifications as specified from time to time shall determine the formal and substantive requirements for data. The Skipping Report shall be made immediately upon the arrival of the second location data, but by no means later than a minute. The UD Toll System shall confirm data reports 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 on the basis of the location data that the Road user left the territory of Hungary and then, in a different time or location, re-entered the territory of Hungary, even if the conditions for sending a Skipping report are met in other respects.

### **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 (i.e. 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 or not a toll declaration was initiated in the UD Toll System in relation to the reported skip on the basis of the confirmation.

- a.) If toll declaration was initiated, the Person to be notified shall be informed of the fact that Skipped Section Matching took place for the given Motor Vehicle (the number plate shall be specified), with presumed road use in the absence of location data between the two times and the two GPS coordinates (by specifying the coordinates and times).
- b.) If no toll declaration was initiated, the Person to be notified shall be informed of the fact that skipping was reported for the given Motor Vehicle (the number plate shall be specified) in the absence of location data between the two times and the two GPS coordinates (by specifying the coordinates and times), but declaration was not initiated for the reasons determined in Point b) of Clause 2.4.3. ("Initiating a declaration on the basis of skipping report").

The Toll Declaration Operator has no further tasks apart from the UD Toll System reporting and notification of the Customer regarding the Skipped Section Matching; hereinafter it shall be managed by the UD Toll System.

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

- a.) Following the skipping report, with the exception of cases defined under 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 Skipped Section Matching) and initiates toll declarations regarding the Toll Sections. The NTPS notifies the Toll Declaration Operator of the Road sections affected by the Toll declarations in its reply to the skipping report.
- b.) The UD Toll System shall not initiate a 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 re-enters Hungary;
  - iii.) on the route between the two points specified by the route planner, the average speed is higher than 130km/h.
  - iv.) the 'straight-line average speed', calculated as the quotient of the shortest distance in a straight line and the time elapsed between the time of the last two data is higher than 130km/h;

### **2.4.4 Imposing a fine in the event of a skipping report**

- a.) If the UD Toll System plans a presumable route by applying Skipped Section Matching on the basis of Point a) of Clause 2.4.3 ('Initiating toll declaration on the basis of a skipping report'), while the Motor Vehicle travelled along a route different from the presumed one and the Supervisory system detected the Motor Vehicle, Unauthorized Road Use is presumed by the UD Toll System. In that case, the toll shall not be deducted on the basis of a toll declaration regarding Toll Sections calculated by the Skipped Section Matching, or the deducted balance shall refunded, and an Administrative Fine shall be imposed in the event of verification.
- b.) If Skipped Section Matching does not take place as per Point b) of Clause 2.4.3 ("Initiating toll declaration on the basis of a skipping report") on the basis of a Skipping Report, an Administrative Fine shall be imposed in the event of verification.

### **2.4.5 Pyramid principle**

- a.) Planning is based on the characteristics of the Motor Vehicle reported by the user relevant in respect of toll payment, the Highway Code and the route, according to the enforceable provisions of the Highway Code.
- b.) The option chosen is the one involving the shortest travel time.
- c.) Motorways and main roads are preferred in planning in such a manner that a speed higher than the possible respective speeds is used for calculating the running time (i.e. assuming higher-speed roads).
- d.) If the endpoint(s) is/are not located along any of the roads, planning is started/terminated 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 opinion that the Toll Road Motor Vehicle did not travel along the Tolloed Road Section(s) presumed by the Skipped Section Matching, the Customer may raise an objection, unless 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 demonstrate 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 for demonstration purposes.

#### **2.4.7 Information for Customers and Road Users**

(a) The Operator shall require the Customer to ensure that the Motor Vehicle travels with an operable OBU along both toll and non-toll sections, if it uses a Toll Declaration Operator for toll payment.

(b) The UD Toll System either determines road use on the basis of a skipping report or Skipped Section Matching along the presumed road section if the relevant conditions are met or does not carry out Skipped Section Matching, as a result of which a toll declaration is not made and no presumed road use is established. The general reporting rules shall also be valid in the event of establishing presumed road use, e.g. in the event of establishing presumed road use, no road use authorization is acquired by a Customer not entitled to post-payment if no balance is available, i.e. presumed road use shall not automatically imply the acquisition of road use authorization.

(c) If the Motor Vehicle travels along a route different from the one determined on the basis of Skipped Section Matching, or the presumed route is not determined on the basis of Skipped Section 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 the statement on the number of axles (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 axles of a Motor Vehicle or an Articulated Vehicle Combination shall be taken into consideration, including all axles unused (lifted) 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 (lifted) during the journey.

It is the Road User’s duty and responsibility 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 vehicle in question, the Toll 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 registration, the Customer wishes to make the statement on the VTC through the Toll Declaration Operator, and this registration is not rejected by the Toll Declaration Operator and is thus accepted, the Toll Declaration Operator shall comply with the obligations under Clause 2.6 in order to successfully complete the VTC statement. The reporting of data 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 shall take part in the axle number data change unless the Customer declares, by modifying the registration that, from such date, it will state the data on the number of axles (VTC) directly through the UD Toll System and the Toll Declaration Operator is notified by the UD Toll System.

##### **2.6.2 Procedure of adjusting the VTC and the entry into force of the new VTC value**

The new VTC data shall take effect as follows:

- a.) The VTC value is adjusted by the Customer or Road User
- b.) The Toll Declaration Operator notifies the UD Toll System of the adjustment and the new VTC value, through the interface
- c.) The UD Toll System notifies the Person to be notified of the new VTC value by email. The new VTC takes effect on (sending) such notification,
- d.) The UD Toll System notifies the Toll Declaration Operator of the VTC becoming effective by indicating the time when the VTC takes effect (ITS).

### **2.6.3 Notification obligation of the Toll Declaration Operator, related to the adjustment of VTC data (number of axles)**

The Toll Declaration Operator shall send a notification to the Person to be Notified on the fact that the adjustment of the VTC has taken effect, immediately upon becoming aware of the VTC value taking effect, but within 30 seconds at the latest, by SMS or by any other equivalent means as specified below. This notification is for information purposes only; the time of taking effect is determined by the time the email was sent through the UD Toll System.

The notification shall be sufficient if the person changing the VTC value is clearly informed 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 for the change is being processed by the System but the change has not taken effect. Following the effective time, the response shall change in such a way that the person initiating the VTC change is notified that the new VTC classification has become effective.

Based on the above, the following modes shall be deemed as being equivalent with a text message and thus appropriate:

- a.) the VTC change request is indicated on the OBU by a prominent, e.g. flashing, light signal. After the effective time, it stops flashing and indicates that the change is in effect with steady light;
- b.) the VTC change request is indicated on the OBU by a pre-recorded voice message (e.g. 'VTC change is in progress, please wait'), repeated until the change has taken effect, which is indicated by another voice message. (e.g. 'the VTC has changed').
- c.) The VTC change request may be initiated on the OBU with 3 different buttons; a steady light is on next to the currently valid VTC setting. 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. Once the change has taken effect, the light indicating the previous VTC class goes out, and a steady light for the new VTC turns on.
- d.) If the VTC setting takes place through the Toll Declaration Operator's webpage or smart phone application, it prominently indicates on the web page or on the smart phone display that the change in the VTC value has not yet taken effect. After the change has taken effect, the display indicates that the new value is in effect.
- e.) A display is installed in the Motor Vehicle (LCD/PDA), which supports the VTC change with text messages to be shown on the display. 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'. Once the new value has taken effect, a text message appears saying 'Successful change in the number of axles: 2/3/4 axles' and the OBU stops playing the audio signal. If, for any reason, the change does not become effective, a text saying 'Change in the number of axles has failed' and the OBU emits a different audio signal for the failed VTC statement attempt.

- f.) The change of the VTC data may 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 a tweeting sound and quick LED flashes that the change is in progress. After the change has become effective, three short audio signals are emitted, a LED blinks the times equivalent to the new number of axles, followed by a 3-second break, when it blinks again the times equivalent to the new VTC value. The On-Board Unit repeats this cycle several times. If the new VTC does not become effective (or the response time has expired), the OBU indicates with a long tone and continuous rapid flashing by the LED that the new VTC has failed to take effect.

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

Until the VTC change has become effective, the UD Toll System assigns the old VTC to the submission of data reports by the Toll Declaration Operator.

### **3. Protocols**

The protocols below describe the procedural rules the Toll Declaration Operator is required to follow and its mandatory tasks upon the occurrence of the following events; please note 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, in the manner and containing the information specified in the GTC.

In the event the notification is made by telephone, the notification obligation specified under this Clause 3 shall be deemed to have been 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, yet the Customer (Road User) failed to receive the notification. Notification shall also be deemed to have been given if the notification of the Customer (Road User) fails for reasons within the Customer's (Road User's) control.

In the event of SMS notification, unless 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 on the same phone number or email address with a Toll Declaration Operator and the notification concerns more than 20 Motor Vehicles of one Customer, registered on the same telephone number or email address, the Toll Declaration Operator shall perform the notification with the following differences:

1 in the event of a single email address specified, it may send the notifications in one email regarding all Motor Vehicles concerned by the notification; however, in the notification email, it shall specify the full list of the number plates of the Motor Vehicles concerned by the notification;

2 in the event of a single phone number specified:

(a) it may perform its obligation by a single phone call regarding all Motor Vehicles concerned by the notification; however, it shall specify the full list of the number plates of the Motor Vehicles concerned by the notification during the call;

(b) it may send notification in a single SMS regarding all Motor Vehicles concerned by the notification; in the SMS, it is not required to specify the full list of the number plates 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 number plates regarding all Motor Vehicles concerned by the notification was actually and successfully achieved.

### **3.1 Log-in of a Contracted Toll Payer and the registration of additional Motor Vehicles to a specific Contracted Toll Payer**

The Contracted Toll-payer (by way of the Road User, who should, however, only initiate entry into the system for and on behalf of the Contracted Toll-payer in any case) shall follow the steps set out below in order to enter the system (i.e. to become a Customer), and may register further Motor Vehicles under the following terms and conditions.

#### **a) Obtaining the OBU by the Contracted Toll-payer**

The Contracted Toll-payer may obtain the 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, which has been previously registered with the Toll Declaration Operator and sold in shops mainly for Data Reports.

Obtaining and commissioning the On-Board Unit is the first step; it is a prerequisite of all further steps.

#### **b) Registration with the Bound Toll Service Provider (once the prerequisites in paragraph (a) have been met)**

The Contracted Toll-payer and/or 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 the conditions under paragraphs (c) and (d) are met.

#### **c) Contacting the Toll Declaration Operator and response by the Toll Declaration Operator**

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, while at the same time, it inquires for the identity of the Toll Declaration Operator, i.e. if the Toll Declaration Operator undertakes future Data Reports 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; the response shall state whether a contact was successfully established and, in the event of a failed contact, the reason for the failure. The confirmation must also be successful with regard to four items:

- (i) The data received along 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, at its request, the Customer chooses 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 is ready to forward data reports in that manner. The rejection of a requested VTC statement can serve as justification for rejecting registration. The Toll Declaration Operator may accept the order regarding the reporting of data concerning the number of axles by way of positive confirmation, even if it obtains the data on the number of axles from a source other than the OBU, i.e. by applying other verifiable and documented technical solutions, e.g. by a statement made on an online interface.

- (iv) The Toll Declaration Operator is capable of performing its tasks as the Toll Declaration Operator, including the issuance of a VTC if the VTC statement service has also been accepted.

**d) Notice to the Person to be Notified on the closing of registration**

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

**3.2 On-Board Unit fault**

This procedure shall be applied if an error occurs in the case of only one OBU user or if the error causes non-delivery or defective delivery of Data Reports. The procedure shall be conducted on the condition that the Toll Declaration Operator has detected 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 the defect; however, the Bound Toll Service Provider need not be notified. The notice shall be sent by e-mail, SMS or telephone. The notice shall specify the time of fault detection, a short description of the fault and the number plate of the vehicle affected. The Toll Declaration Operator shall not be obliged to send a notice unless, based on the specific features of the OBU and the system, the malfunction can be identified without any doubt or with a high likelihood (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 prerequisite of the above, 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 a faulty OBU.*
- b) The Toll Declaration Operator shall notify the Person to be Notified of the end of the OBU fault within 10 minutes of becoming aware of it; however, the Bound Toll Service Provider need not be notified. The notice shall be sent by e-mail, SMS or telephone. The notice shall specify the time of the fault resolution, a short description of the fault and the number plate of the vehicle affected. The Toll Declaration Operator shall not be obliged to send a notice unless, based on the specific features of the OBU and the system, the malfunction can be identified without any doubt or with a high likelihood (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 prerequisite of the above, 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 a faulty OBU.*

- c) In the event of a fault, the Contracted Toll-payer and/or the Road User shall purchase a Route Ticket if it has been notified by the Toll Declaration Operator of an OBU fault or if it has detected 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 Reports, penalty proceedings may be launched, irrespective of the specific defect of the OBU, or of whether the Contracted Toll-payer and/or Road User was/were aware of the defect. A 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 notification.*

### **3.3 Malfunction**

Once the malfunction has been managed or at any time at the Bound Service Provider's request, the Toll Declaration Operator shall disclose and hand over any evidence of the reason for the fault and of its existence; moreover, the Toll Declaration Operator shall immediately and unconditionally allow the on-site inspection of the error upon request.

For the purpose of verifying the correct operation of the processing system of the Toll Declaration Operator, the Bound Service Provider may send ping messages every minute to the fixed IP address reported by the Operator, from where data reporting is sent to NTPS Plc. (hereinafter: ping procedure). The Toll Declaration Operator shall take all necessary measures required to implement the ping procedure. The Toll Declaration Operator shall always send a response to such messages within 30 seconds.

Malfunctions shall be reported in the error reporting interface of the UD Toll System, specifically designed for Toll Declaration Operators; the fault report shall be confirmed by telephone to the UD Toll System's Service Desk. If no internet connection is available, the malfunction shall be reported over the phone, and the malfunction should also be confirmed in writing as soon as possible. On reporting the fault, the identification code of the Toll Declaration Operator, which ensures confidentiality and data protection shall be specified. The timely detection of malfunctions is in the fundamental interest of NTPS, the Toll Declaration Operator, and customers alike; and considering the above, the Toll Declaration Operator shall operate a complex (IT, Customer Service, and supervisory) system that enables them to detect any malfunction immediately, but no later than within 60 minutes of when a malfunction has occurred. 60 minutes after the first occurrence of a malfunction, it shall be considered to have been detected, even if the Toll Declaration Operator has not reported it and refuses to admit that it detected the malfunction.

Following the occurrence of the malfunction, the Toll Declaration Operator shall immediately, but no later than within 60 minutes, report the error to the Bound Service Provider in order to ensure that the enforcement system can be notified with respect to the Contracted Toll-payers and/or Road Users, or a certain group thereof, and to ensure that no penalty proceedings are initiated against the affected vehicles in the event of a serious malfunction. When reporting a malfunction, it is necessary to specify the time and cause of the malfunction's occurrence, in order to make it possible to determine whether the malfunction is within the Toll Declaration Operator's control. As long as the Toll Declaration Operator does not report any error, the Road User shall be subject to toll fines. (Annex 17)

Failure to report a malfunction by the specified deadline shall be considered an event of default in accordance with Section 10.7 (b) of the GTC, and sanctions shall be applied accordingly.

Immediately after the correction of the malfunction, but no later than within 20 minutes, the correction shall be reported to the Bound Service Provider.

### **3.3.1 Malfunction Causing Data Delay**

Malfunctions causing data delay are comprehensive malfunctions or malfunctions in the Processing System of the Toll Declaration Operator affecting several Contracted Toll-payers and/or Road Users – i.e. malfunctions other than On-Board Unit errors under Section 3.2 – as a result of which Data Reports are not received en masse; however, the malfunction is expected to be remedied without any loss of data, and the receipt of data reports can be guaranteed. In this case again, data reports shall be forwarded by applying the general rules, i.e. any data report forwarded after the absolute timeout or in violation of further requirements connected to the strict continuity of data reports shall not give rise to a road use authorization. Accordingly, data reports not taking into account the general rules shall again be unsuitable in the case referred to in this Clause for generating a road use authorization.

#### **a) Malfunctions within the Toll Declaration Operator's control**

- i. Any malfunctions within the Toll Declaration Operator's control must be resolved no more than 24 hours after their occurrence. Thus, these provisions can only be applied if the malfunction is resolved and the data are received by the Bound Service Provider within 24 hours of the malfunction's occurrence.
- ii. Any legal consequences shall be determined based on the extent of the delay in data reporting, in accordance with the SLA levels listed in Annex 1.
- iii. If the Toll Declaration Operator recognises that the malfunction will result in data loss rather than a delay in data reporting, they are entitled to switch the case to the stipulations in Section 3.3.2 instead. However, this must be done no later than the beginning of the 19th hour following the occurrence of the malfunction. Likewise, the case should also be switched to the stipulations in Section 3.3.2 if the Toll Declaration Operator is unable to resolve the malfunction by the beginning of the 19th hour following the occurrence of the malfunction.
- iv. When using this alternative, the Toll Declaration Operator shall reimburse the Lost Profits incurred from the occurrence of the malfunction until the time from which the road users are obliged to purchase Route Tickets, in accordance with the stipulations of Section 3.3.2, with the amount calculated as per Annex 5.

#### **b) Treatment of malfunctions beyond the Toll Declaration Operator's control**

- i. If the malfunction is attributable to the Toll Declaration Operator (e.g. loss of service for non-payment: telecommunication, electricity etc.), it cannot be considered beyond the Toll Declaration Operator's control.
- ii. The Toll Declaration Operator must act in accordance with Section 3.3.1 (a) (iii) even if the malfunction is deemed to be beyond its control.

### **3.3.2 Serious Malfunction**

Serious malfunctions are comprehensive Processing System errors or Processing System errors that affect several Toll-payers and/or Road Users – i.e. other than an On-Board Unit errors under Section 3.2 – as a result of which Data Reports are not received en masse, and the Toll Declaration Operator is aware that even when the error has been fixed, it will be unable to ensure full-scale Data Reporting after the starting date of the error's occurrence.

A serious malfunction can proceed in one of three ways:

- The Toll Declaration Operator reports the serious malfunction to NTPS within 60 minutes of the malfunction's occurrence.

- If, after the malfunction causing potential data reporting delays is reported, the Toll Declaration Operator detects that the malfunction will result in data loss, it shall immediately report it to NTPS. After 60 minutes have elapsed from the occurrence of the data loss, it shall be considered detected, even if the Toll Declaration Operator fails to report the serious malfunction. Failure to report a serious malfunction by the 60-minute deadline shall be considered an event of default in accordance with Section 10.7 (b) of the GTC.
- If the Toll Declaration Operator is unable to resolve the malfunction causing the delay in data reporting by the beginning of the 19th hour following the occurrence of the malfunction, or if the cause of the malfunction is still in effect, it must report the incident's Switch to Malfunction Causing Data Loss to NTPS by that time at the latest, the stipulations of the previous section notwithstanding. The only valid reason for not reporting the Switch to Malfunction Causing Data Loss by that deadline would be if the malfunction has been resolved, and data reporting has simultaneously begun. Failure to submit such a report shall be considered an event of default in accordance with Section 10.7 (b) of the GTC.

The report regarding the Switch to Malfunction Causing Data Loss shall include the time from which the road users are obliged to purchase Route Tickets.

Within 4 hours of its report to NTPS regarding the serious malfunction, the Toll Declaration Operator shall notify the necessary persons of their obligation to purchase a Route Ticket, at a time no less than within 1 hour of said notification. If the Toll Declaration Operator fails to notify the Persons to be Notified within 4 hours, it shall be considered as a material breach of contract.

The notification must contain the following mandatory elements:

- time of the malfunction's occurrence,
- a short description of the malfunction, the cause of the malfunction,
- a warning regarding the recipient's obligation to top-up and monitor their balance, including the exact time from when they are obliged to purchase a Route Ticket, and that failure to do so will constitute unauthorised road use and incur a fine,
- the registration number of the vehicle(s) affected.

Notification shall be via email and SMS, or email and a phone call. The Toll Declaration Operator shall notify the Person to be Notified of the malfunction's resolution, in an identical manner to the notification regarding the malfunction.

All Contracted Toll-payers of the relevant Toll Declaration Operator shall be granted a Temporary Exemption from penalty for a period of 5 hours, starting from the time of NTPS' receipt of notification of the serious malfunction.

**a) Malfunctions within the Toll Declaration Operator's control**

The Toll Declaration Operator is obliged to reimburse Lost Profits from the time of the serious malfunction's occurrence until the time marked in the notification sent to the Persons to be Notified.

**b) Treatment of malfunctions causing data loss beyond the Toll Declaration Operator's control**

- i. If the Toll Declaration Operator acted according to the agreement in all aspects, the Toll Declaration Operator shall not be obliged to reimburse Lost Profits.
- ii. If the Toll Declaration Operator fails to report a serious malfunction beyond its control, it shall be considered as a material breach of contract, and the Toll Declaration Operator shall be obliged to reimburse Lost Profits from 60 minutes after the malfunction's occurrence until the time of the malfunction's reporting.

- iii. If the malfunction is attributable to the Toll Declaration Operator (e.g. loss of service for non-payment: telecommunication, electricity etc.), it cannot be considered beyond the Toll Declaration Operator's control.

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

If 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 with 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 the conditions under paragraphs (b) and (c) below are met.

- b) Contacting the Toll Declaration Operator and response by the Toll Declaration Operator

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 for the identity of the Toll Declaration Operator, i.e. if the Toll Declaration Operator agrees to provide future Data Reports 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, i.e. within five seconds; the response shall state whether a contact was successfully established and, in the event of a failed contact, the reason for the failure.

The confirmation shall also be successful with regard to the following three items:

- (i) The data received along 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, at its request, the Customer wishes to submit the VTC statement 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 declares that it no longer intends to set its VTC categories through the Toll Declaration Operator's system, the confirmation of such statement.
- c) A notice to the Contracted Toll-payer and/or the Road User on the completion of the modification of registration

The registration process is deemed to have been completed if all the procedures under paragraphs (a) and (b) above have been successfully completed. Registration modification takes place as a single process, and is deemed to have been successfully completed if the provision of Data Reports 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 each case where it has received a notification on pre-modification data or where such notification is required for the activity of the Toll Declaration Operator in accordance with the GTC. Following the successful completion of registration, the NTPS shall notify the former and the new Persons to be Notified of the successful change in registration via email.

### **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 shall apply:

- a) The Contracted Toll-payer and/or the Road User applies for the deletion of registration with 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 by the Toll Declaration Operator  
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 registration. Following the receipt of the inquiry, the Toll Declaration Operator shall respond in real time, i.e. within five 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 de-registration process  
The de-registration of data for the use of the Toll Declaration Operator shall not be completed unless 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 in connection with the relevant OBU until a new, successful registration is made. 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, and the termination of the legal relationship of the Toll Declaration Operator regarding Data Reports**

If the Toll Declaration Operator suspends its service or if the agreement with the Contracted Toll-payer is terminated for any 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 of the fact that the agreement concluded with the Contracted Toll-payer is terminated, specifying the time and date of suspension or termination and the number plates of the vehicle(s) affected, at least three (3) working days in advance of such suspension or termination. The notice to customers shall be delivered by e-mail, SMS or telephone. The following information shall be notified to the Person to be Notified: The reason for which the Contracted Toll-payer (or Road User where appropriate) is obliged to purchase a Route Ticket, specifying the relevant time and number plates. A warning that failure to purchase a Route Ticket 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 number plate of the vehicle(s) affected and/or the 12 digit identification code of the relevant OBUs. This notification shall take place at the time specified in point (a). Notification must be made by email to the official contact person of the NTSP.
- c) After the expiration of the time specified, the Toll Declaration Operator may suspend the sending of Data Reports and the sending of other data with regard to the Customer via the interface. That request must be sent by the Toll Declaration Operator through the Interface

established between the systems of the Bound Service Provider and the Toll Declaration Operator with a view to sending Data Reports.

Proper notification is a prerequisite of suspension or termination.

If the Operator withdraws the suspension, it shall simultaneously notify the Customer and the NTPS of such withdrawal.

If the legal relationship between the Toll Declaration Operator and the Bound Toll Service Provider is terminated for any reason whatsoever, all Customers shall be notified at least three working days in advance of such termination, unless such notification is rendered impossible by the circumstances of termination. The notice to customers shall be delivered by e-mail, SMS or telephone. Information to be notified: The reason for which the Customer is obliged to purchase a Route Ticket, specifying the relevant time and the relevant number plate. A warning that failure to purchase a Route Ticket shall result in unauthorized road use and may entail a Penalty. The method of notification of the withdrawal of suspension shall be the same as specified for the notification of suspension.

### **3.7 Restarting services by the Toll Declaration Operator**

If the Toll Declaration Operator chooses to restart the services for any reason whatsoever, 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 number plates of the vehicle(s) affected. Notices shall be sent at least five hours in advance of the time of the service restart. The notification shall be delivered by email, SMS or telephone.
- b) The Toll Declaration Operator shall notify the Bound Toll Service Provider of the service restart, the time of the service restart and the number plates of the vehicle(s) affected and/or the 12-digit identification code of the relevant OBU. Notices shall be sent at least five hours in advance of the time of the service restart.
- c) At the time of service restart, the Toll Declaration Operator shall resume data reports to the Bound Toll Service Provider.

### **3.8 Procedure for the preliminary registration of On-Board Units commercially available or previously registered in the Toll Declaration Operator's system**

The Toll Declaration Operator shall assign a number unambiguously identifying an OBU (a specific identification code of the OBU) to all OBUs to be marketed (i.e. not yet sold) or already sold and registered in its system, which it intends to involve in its activity. The specific identification code of an OBU consists of 12-digits, in the following structure: **9BBXXXXXXXXXC**, where

**9** (Digit 1): a special introductory digit,

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

**XXXXXXXX** (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 (i.e. not yet sold) or already sold and registered in its system, which the Toll Declaration Operator intends to involve in its activity,

generated subject to the specifications above, shall be communicated to the Bound Toll Service Provider through the Interface, and the Bound Toll Service Provider shall register such OBUs and notify the Toll Declaration Operator of successful or failed registrations.

Furthermore, the Toll Declaration Operator shall ensure that, during the registration process with the Bound Toll Service Provider, it shall immediately (within five seconds) respond to all inquiries sent by the Bound Toll Service Provider's system to identify any OBU.

### **3.9 Data retention and storage protocol**

The Toll Declaration Operator shall retain data that may be necessary for complaint management or legal remedy proceedings, for a period over five years from the final and binding conclusion of the complaint management or legal remedy proceedings if it is instructed to do so by the Bound Toll Service Provider. This obligation applies to data necessary for the complaint management procedure or legal remedy procedures, where the Customer submits a complaint to the NTPS and the NTPS requires contribution by the Operator in order to examine the Customer complaint.

### **3.10 Data transfer and data storage required for SLA measurement and operation according to the system requirements**

The Toll Declaration Operator shall ensure that all data received from all OBUs with vehicle positions shall be retained for at least two months, and that the data content of Data Reports 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 completely archive such data for a further six months at least, and ensure that the archived data are:

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

### **3.11 Fault identification and fault reporting obligation**

If the Toll Declaration Operator had identified a fault demonstrated to give rise to the deterioration of data quality in the Section and Session Matching algorithm or in the map layer, the Toll Declaration Operator shall report such fault to the Bound Toll Service Provider, preferably along with a proposed solution. If the Bound Toll Service Provider identifies faults similar to the one referred to above, and the relevant fault corrections already exist, 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 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 shall actively cooperate on the correction of the fault identified.

Moreover, 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 the Toll Declaration Operator detects a fault in the registration or Client information in general, it must notify the NTPS and the Person to be Notified without delay.

### **3.12 Suspending and restarting toll collection**

If, in its sole discretion, the Bound Toll Service Provider chooses to:

- a) start collection at a later time, or
- b) terminates collection,

notifying the Toll Declaration Operator thereof in an email indicating the relevant time, and through the Interface used between the Bound Toll Service Provider's and the Toll Declaration Operator's systems, the Toll Declaration Operator need not forward data for the time of the delay in the case specified under paragraph (a), and for the period commencing with the date of termination in the case specified in paragraph (b).

If, in its own discretion, the Bound Toll Service Provider suspends toll collection (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 shall inform the Toll Declaration Operator whether data generated during the term of the suspension are to be delivered as part of Data Reports following the termination of suspension (subsequent Data Reports).

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 Reports, the Toll Declaration Operator need not deliver data covering the suspension period, including after the suspension ended. If the Bound Toll Service Provider requests subsequent Data Reports, the Toll Declaration Provider shall deliver the Data Reports within a period of time equal to the suspension period, calculated from the end of the suspension, on the condition that, if the suspension period exceeds 12 hours, the Toll Declaration Operator shall forward Data Reports within no more than 12 hours from the end of the suspension.

The same rule applies if the Bound Toll Service Provider gives an order to delay, suspend or terminate operation with respect to certain Single Tolled Road Sections, or for all of them, rather than with respect to the system as a whole.

If, in its sole discretion, the Bound Toll Service Provider chooses to resume toll collection that was previously delayed or suspended, it shall notify the Toll Declaration Operator thereof, together with the date of resuming collection, and the Toll Declaration Operator shall resume sending Data Reports from that date.

If toll collection is suspended, the period of suspension will not be taken into consideration for the calculation of deadlines under this policy, with the exception of tolerance time, absolute timeout and SLA6. In particular, it should be disregarded in the calculation of the SLA1, SLA2, SLA3 and SLA4 levels under Clause 4 and in setting the deadline for submitting consecutive data reports.

### **3.13 Changes to the Toll Road Network and toll sections**

If the Toll Road Network changes, such changes shall be implemented by the Toll Declaration Operator in its system within 10 business days of notification by the Bound Toll Service Provider or within a period not shorter than 10 days as specified by the Bound Toll Service Provider. As of the

date set by the Bound Toll Service Provider, Data Reports shall be provided with respect to the modified Toll Sections.

### **3.14 Skipping protocol**

With regard to a skipping report, i.e. at the circumstances under Clause 2.4, the Person to be Notified shall be notified in the manner, with the content and within the time limits as defined under that Clause.

A notification of detected skipping shall also be sent in the UD Toll System through the section route ticket Interface with the data requested there (e.g. the country code and number plate of the vehicle affected, the start and end coordinates and time of skipping).

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

### **3.15 The suspension and resumption of the activity of the Toll Declaration Operator**

If, in its sole discretion, the Bound Toll Service Provider chooses to suspend receiving data from the Toll Declaration Operator's system, it shall send the Toll Declaration Operator a written notice to that effect, specifying the effective date of the suspension, at least three business days before the effective date.

No data shall be delivered with respect to the period following the effective date of the suspension. In that case, the Toll Declaration Operator shall notify the affected Road Users at least two business days in advance of the effective date of suspension in order to ensure that they can find other means of declaring Toll, including, but not limited to, purchasing Route Tickets. The notices to Road Users shall be delivered by email, SMS or telephone.

If, in its sole discretion, the Bound Toll Service Provider chooses to resume the previously suspended data reception before the lapse of the suspension period stipulated in the agreement, the Toll Declaration Operator shall notify Road Users at least 1 day in advance of the effective date of restart, indicating the effective date in order to ensure that they can avoid multiple Toll payments, if any. The notices shall be delivered by email, SMS or telephone. As from the effective date, the Toll Declaration Operator shall resume the Reporting of Data.

### **3.16 Suspending or excluding an On-Board Unit at the request of the Bound Toll Service Provider (UD blacklist)**

In the event that, based on the decision of the Bound Toll Service Operator or the provisions of the Implementing Decree, an on-board equipment is banned from the UD Toll System (i.e. it is blacklisted), the Bound Toll Service Operator shall notify the Toll Declaration Operator thereof through the TDO Interface in the refusal response to the data provision service for the section ticket purchase by indicating a ban as the reason for the defect (OBU banned). All data reports connected to blacklisted OBUs shall be rejected; notwithstanding the above, the Operator shall continuously forward Data Reports, which shall be measured when the service level is ascertained. If no road use authorization was established before recording the invalidated on-board units with regard to the road use when the ETS occurred prior to the deletion of the invalidated on-board units from the registry, no road use authorization can be established.

### **3.17 Technical defects in the Bound Toll Service Provider's system**

If the UD Toll System fails to respond to a certain request within 30 seconds, returns a 503 http code or gives a response that cannot be interpreted on the basis of the Interface specification ResultCode value set, it shall attempt to resend the request 3 times, after a waiting period of 30 seconds between attempts.

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@nemzetiudtj.hu, specifying the technical information necessary to detect the fault. In that situation, until the fault is

rectified, the failed data report shall be resent every 10 minutes but not later than the absolute timeout. Where a request is rejected due to a technical error (error code 6), the Toll Declaration Operator need not resend the ticket, as it is processed by the NTSP's system. The Toll Declaration Operator should ascertain the result of processing tickets rejected with error code 6 by sending a request through the interface.

### **3.18 Suspension of an OBU at the initiative of the Toll Declaration Operator**

Deleted.

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

By giving notice, the Toll Declaration Operator may cease sending Data Reports connected to a specific on-board unit, by notifying the Person to be Notified and the NTPS of the termination date 15 days in advance of the termination date. The Customer shall be notified before notifying the NTPS. The notification of the Person to be Notified shall include the number plate of the Motor Vehicle, the commencement date of the termination, the reasons for the termination and the fact that, from the date of the termination, the Customer will be obliged to resort to other means in order to obtain a Road use authorization.

In the case of termination, Data Reports shall be sent about the Road Use preceding the termination date, regardless of the termination. The Data Reporting obligation shall apply to any Road Use with an ETS time prior to the termination of legal relations.

### **3.20 Termination of the legal relationship regarding Data Reports concerning On-Board Units, at the initiative of the Toll Declaration Operator**

The Toll Declaration Operator may also terminate, with extraordinary notice, the Data Reports regarding a specific on-board unit, provided that the Person to be Notified and the NTPS are informed about the time of termination one hour in advance of the termination date. The Customer shall be notified before notifying the NTPS. The notification of the Person to be Notified shall include the number plate of the Motor Vehicle, the commencement date of the termination, the reasons for the termination and the fact that, from the date of the termination, the Customer will be obliged to resort to other means in order to obtain a Road use authorization.

In the case of termination, Data Reports shall be sent about the Road Use preceding the termination date, regardless of the termination. The Data Reporting obligation shall apply to any Road Use with an ETS time prior to the termination of legal relations.

## **4. Determining the service levels (SLA)**

The Toll Declaration Operator shall ensure the availability of all technical conditions necessary for meeting the SLAs described below, even in the case of foreseeable risks beyond outside the control of the Toll Declaration Operator. In consideration of the above, the Toll Declaration Operator shall not be exempted from liability in accordance with the SLA due to technical events that may occur during normal operation, such as the failure of 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 agree 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, on determining the levels of the SLAs, the Parties 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 reasonable extent (including the

expected number of outages of their main electrical supply), a reasonable absence of mobile phone coverage and absence of GPS coverage. In consideration of the above, 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).

During the SLA measurements, the NTPS or the third party commissioned by the NTPS may utilize all data available to NTPS, regardless of whether they were collected in order 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 shall not make a claim toward third parties concerning its contractual performance merely with reference to the fact that service levels have been achieved.**

#### **4.1 Service levels to measure the period between the actual use of the road and the reporting of relevant data**

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

It has special importance, within the relationship between the UD Toll System and the Toll Declaration Operator, that data reports should be submitted as soon as possible following the use of the road.

The speed of reporting road use data by the Toll Declaration Operator 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 reports relative to the actual road use.

##### **The methodology of measurement**

The following steps are required for the calculation of the SLA:

- the Event Time Stamp (concept defined under Clause 1.3.1. of Schedule 1 of the GTC) data are sent by the Toll Declaration Operator as part of the data report, and
- the Insert Time Stamp (concept defined under Clause 1.3.1. of Schedule 1 of the GTC) is generated in the UD Toll System at the time of receiving a data report.

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**

##### **Methodology of calculation**

The period (in seconds) between the actual road use and the arrival of the data report into the UD Toll System shall be determined for 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 an extent in excess of 30 seconds, the content of the data report shall be deemed incorrect, and therefore shall fall under the rules of service level SLA8 Adequacy of content of Data reports.

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

$$X = \frac{\sum \text{Number of Data Reports } [T \leq 900mp]}{\sum \text{Number of Data Reports}} * 100$$

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

*Note: Data reports that fail to arrive within the required period due to the failure of the UD Toll System shall be ignored for the evaluation of the SLA level.*

### **Service level value**

It is an expectation concerning the service level that, in the measurement period, at least 97.50 % of the data reports shall arrive within 15 minutes after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X \geq 97.50 \%$$

### **Measurement Period**

The measurement period shall be one calendar month. All data reports 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 report.

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 according to SLA1**

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs **less than 97.50 % of all data reports within 15 minutes** during a specific measurement period.

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

### **SLA2 – 2 hours**

#### **Methodology of calculation**

The period (in seconds) between the actual road use and the receipt of data reports into the UD Toll System shall be determined for 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 an extent in excess of 30 seconds, the content of the data report shall be deemed incorrect, and therefore shall fall under the rules of service level SLA8 Adequacy of content of Data reports.

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

$$X = \frac{\sum \text{Number of Data Reports } [T \leq 7,200 \text{ sec}]}{\sum \text{Number of Data Reports}} * 100$$

**Value X:** percentage of those data reports compared to all data reports where the time between actual road use and the arrival into the UD Toll System is 2 hours or shorter.

*Note: Data reports that fail to arrive within the required period due to the failure of the UD Toll System shall be ignored for the evaluation of the SLA level.*

### Service level value

It is an expectation related to the service level that, in the measurement period, at least 99.00 % of the data reports should arrive within 2 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 shall be one calendar month. All data reports 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 report.

### Sanctions according to SLA2

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than **99.00 % of all data reports within 2 hours** in a specific measurement period.

Each 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 means that the data reports sent by the given OBU(s) will not be taken into consideration for 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 shall be the number of OBUs of the given Toll Declaration Operator, registered on the 15<sup>th</sup> 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:

Number of On-Board Units	Number of removable On-Board Units	Time horizon
1-500	3	calendar year
501-1000	6	calendar year
1001-2000	12	calendar year
2001-	6 in each inchoate set of 2,000 OBUs (minimum 12)	calendar half-year

The number of removable OBUs is established every calendar month. The number of OBUs previously removed within the given time horizon is subtracted from that number. The result shows the number of OBUs the Toll Declaration Operator is entitled to remove in a 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 a given year shall not exceed the Number of On-Board Units the Operator is entitled to remove.

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

### SLA3 – five days

#### Methodology of calculation

The period (in seconds) between the actual road use and the arrival of the data report into the UD Toll System shall be determined for 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 an extent in excess of 30 seconds, the content of the data report shall be deemed incorrect, and therefore shall fall under the rules of service level SLA8 Adequacy of content of Data reports.

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

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

**Value X:** percentage of those data reports compared to all data reports where the period between actual road use and the arrival into the UD Toll System is five days or shorter.

*Note: Data reports that fail to arrive within the required period due to the failure of the UD Toll System shall be ignored for the evaluation of the SLA level.*

### Service level value

It is an expectation related to the service level that, in the measurement period, at least 99.97 % of the data reports shall arrive within five days after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X \geq 99.97 \%$$

### Measurement Period

The fulfilment of the SLA3 shall be evaluated in respect of X for a calendar month, as follows. All data reports belong to the measurement period, where the Insert\_Time\_Stamp falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month, irrespective of the actual date of the data report.

### Sanctions in accordance with the SLA3

It shall qualify as an infringement of the SLA if the Toll Declaration Operator performs less than **99.97 % of all data reports within five days** in the specific measurement period.

Each Toll Declaration Operator has the right to remove a certain number of OBUs from the **SLA3** measurement, for a specified time horizon, based on the number of OBUs operated by it. This means that the data reports sent by the given OBU(s) will not be taken into consideration for 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 shall 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 number of On-Board Units that the Toll Declaration Operator is entitled to remove from the **SLA3** measurement within the specified time horizon:

Number of On-Board Units	Number of removable On-Board Units	Time horizon
1-500	3	calendar year
501-1000	6	calendar year
1001-2000	12	calendar year

2001-	6 in each inchoate set of 2,000 OBUs (minimum 12)	calendar half-year
-------	---	--------------------

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

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

#### **SLA4 – 10 days**

##### **Methodology of calculation**

The period (in seconds) between the actual road use and the arrival of the data report into the UD Toll System shall be determined for 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 an extent in excess of 30 seconds, the content of the data report shall be deemed incorrect, and therefore shall fall under the rules of service level SLA8 Adequacy of content of Data reports.

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

$$X = \frac{\sum \text{Number of Data Reports } [T \leq 864,000 \text{ sec}]}{\sum \text{Number of Data Reports}} * 100$$

**Value X:** percentage of those data reports compared to all data reports where the period between actual road use and the arrival into the UD Toll System is 10 days or shorter.

*Note: Data reports that fail to arrive within the required period due to the failure of the UD Toll System shall be ignored for the evaluation of the SLA level.*

##### **Service level value**

It is an expectation related to the service level that in the measurement period at least 100.00 % of the data reports shall arrive within 10 days after the actual road use. The following formula shall apply, taking into account the variable defined above:

$$X = 100.00 \%$$

##### **Measurement Period**

The fulfilment of the SLA4 shall be evaluated in respect of X for a calendar month, as follows. All data reports belong to the measurement period, where the Insert\_Time\_Stamp falls between the beginning of the first day of the calendar month and the end of the last day of the calendar month, irrespective of the actual date of the data report.

##### **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 reports within 10 days** in the specific measurement period.

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

Each Toll Declaration Operator has the right to remove a certain number of OBUs from the **SLA4** measurement, for a specified time horizon, based on the number of OBUs operated by it. This means that the data reports sent by the given OBU(s) will not be taken into consideration for 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 shall be the number of OBUs of the given Toll Declaration Operator, registered on the 15<sup>th</sup> day of the reference month and in use by its customers for the purpose of toll payment. The following table shows the number of On-Board Units that the Toll Declaration Operator is entitled to remove from the **SLA4** measurement within the specified time horizon:

<b>Number of On-Board Units</b>	<b>Number of removable On-Board Units</b>	<b>Time horizon</b>
1-500	3	calendar year
501-1000	6	calendar year
1001-2000	12	calendar year
2001-	6 in each inchoate set of 2,000 OBUs (minimum 12)	calendar half-year

The number of removable OBUs is established every calendar month. The number of OBUs previously removed within the given time horizon is subtracted from that number. The result shows the number of OBUs the Toll Declaration Operator is entitled to remove in a 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:

	<b>SLA1</b>	<b>SLA2</b>	<b>SLA3</b>	<b>SLA4</b>
<b>Expected ratio</b>	<b>97.50 %</b>	<b>99.00 %</b>	<b>99.97 %</b>	<b>100.00 %</b>
<b>Difference</b>	<b>0.10 %</b>	<b>0.10 %</b>	<b>0.01 %</b>	<b>0.01 %</b>
<b>Fault score</b>	<b>5</b>	<b>20</b>	<b>5</b>	<b>10</b>

For the purposes of this table:

- expected ratio: the minimum value of the service level regarding the given SLA as specified in Clause 4.1 of GTC
- difference: the measured difference from the SLA
- Fault score: the term according to the provisions of the GTC's provisions on defective performance penalty

Infringements of the SLA shall include the Toll Declaration Operator's failure to meet the expected ratio of its total data reports within the period specified in the relevant SLA during a specific measurement period, not including any data delay caused by any error of the NTPS system. In that case, each inchoate percentage point under Clause 4.2.1 of the negative difference shall result in a fault score as defined in Clause 4.2.1. Such fault scores shall be calculated separately as SLA scores.

4.2.2 If the aggregated fault scores of an Operator, calculated according to 4.2.1, equal or exceed:

500 per month,

5,000 per calendar year;

it is considered as a material breach of contract. In such cases, the NTPS is entitled to terminate the contract with immediate effect.

### **4.3 SLA5 – Availability of the Processing System**

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

The SLA5 applies 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 for the calculation. The SLA5 determines multiple stages for the required service level of the system for the given month.

#### **The methodology of measurement**

According to the GTC, the Toll Declaration Operator shall report stoppages resulting in data loss to the Bound Toll Service Provider. The measurement shall be based on the points of time in the reports made on the failure resulting in data loss or identified on the basis of other available data, or the points of time based on the report by Toll Declaration Operator or identified on the basis of other available data (i.e. the beginning and end of the outage resulting in data loss). For the purposes of the SLA5, any period shall be measured in minutes.

#### **Methodology of calculation**

The period of each outage shall be calculated in minutes on the basis of reports by the Toll Declaration Operator (regarding the beginning and the end of the breakdown resulting in 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 periods of adequate availability in comparison with the total measurement period

### **Service level value**

It is a requirement regarding the service level that the actual running time of the Toll Declaration Operator, free of data loss, should reach 99.7 % in each month.

### **Measurement Period**

The fulfilment of SLA5 shall be reviewed for calendar months.

### **The Minimum Service Level and legal consequences of Service Level defaults**

It shall be deemed an SLA infringement if the availability of the Toll Declaration Operator's processing system is below 99.7% within a given calendar month. In that case, each inchoate 0.1 percentage point difference shall give rise to 30 fault scores. In the event the availability of the processing system is below 99.5 % during any review period, the NTPS is entitled to terminate the Individual Agreement with immediate effect. If the Operator pays Lost Profits due to a Malfunction resulting in data loss, that amount may include the penalty imposed due to the violation of SLA5.

## **4.4 SLA6– Malfunction resulting in Data Delay**

### **Description of service level**

The SLA6 applies 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 for the calculation.

### **The methodology of measurement**

According to the GTC, the Toll Declaration Operator shall report failures resulting in data delay to the Bound Toll Service Provider. The measurement shall be based on the points of time in the reports made on the failure resulting in data delay or identified on the basis of other available data, or the points of time based on the report by Toll Declaration Operator or identified on the basis of other available data (i.e. the beginning and end of the outage resulting in data loss). For the purposes of the SLA6, any period shall be measured in minutes.

### **Methodology of calculation**

The period of each failure shall be calculated in minutes on the basis of reports by the Toll Declaration Operator (regarding the beginning and the end of the failure resulting in 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 periods of adequate availability in comparison with the total measurement period

### **Service level value**

It is a requirement regarding the service level that the actual running time of the Toll Declaration Operator, free of data delay, should reach 99.70 % during each measurement period.

### **Measurement Period**

The fulfilment of SLA6 shall be examined by calendar half-year. In case of a fragmented period, this period shall 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 99.70 % within a calendar half-year. In that case, each inchoate 0.1 percentage point difference shall give rise to 30 fault scores. If the Operator pays Lost Profits due to a Malfunction resulting in data delay, that amount may include the fault score calculated due to the violation of SLA6.

## **4.5 SLA7 – Handling of Skipping report requests**

### **Description of service level**

It shall be of key importance for the operation of the UD Toll System that:

- the sampling frequency of Toll Declaration Operators is such that Skipping Reports are produced as rarely as possible;
- those Customers who misuse their On-Board Units or fail to 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.

### **Methodology of calculation**

The measurement shall be based on 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 Reports projected for the same period.

The calculation shall be made using the following formula:

$$X = \frac{\sum \text{number of skipping reports submitted}}{\sum \text{Number of Data Reports}} * 100$$

Value X: percentage of Skipping Reports submitted, compared to the total number of Data Reports

### **Service level value**

It is an expectation for the service level that, during the measurement period, the number of skipping reports sent by the Toll Declaration Operator should not exceed 0.07 % of the total number of Data Reports. The following formula shall apply, taking into account the variable defined above:

$$X \leq 0.07 \%$$

### **Measurement Period**

The measurement period shall be one calendar month. All skipping reports and Data Reports where the time of receipt of the skipping report sent by the Toll Declaration Operator by the UD Toll System (ITS) is 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

Infringements of the SLA shall include if the total number of Skipping Reports sent by the Toll Declaration Operator within the given measurement period exceeds 0.07 % of the total number of Data Reports. In that case, each inchoate 0.01 percentage point difference shall give rise to 2 fault scores.

### 4.6 SLA8 – Adequacy of the content of Data Reports

#### Description of service level

The purpose of the SLA8 is the review of the adequacy of the content of the Data Reports sent by the Toll Declaration Operator.

#### Methodology of calculation

The service level shall be calculated by determining the Data Reports with incorrect content. Any Data Report submitted by the Toll Declaration Operator shall qualify as a Data Report with incorrect content if it is rejected using the following ResultCodes determined in the TDO Interface description: 2, 4, 7, 21, 22, 24. If the figure calculated (T) between the time of actual road use and the time of receipt of the data report by the Toll System is negative to an extent in excess of 30 seconds, the content of the data report shall be deemed incorrect.

The calculation shall be made using the following formula:

$$X = \frac{\sum \text{Number of Data Reports} - \sum \text{Number of Data Reports with incorrect content}}{\sum \text{Number of Data Reports}} * 100$$

Value X: percentage of data reports with correct content in comparison with the total number of data reports

#### Service level value

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

$$X \geq 99.98 \%$$

#### Measurement Period

The measurement period shall be one calendar month. All data reports where the Insert\_Time\_Stamp specified 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.

#### The Minimum Service Level and fault scores

Infringements of the SLA shall include if the total number of data reports with correct content sent by the Toll Declaration Operator within a measurement period is below 99.98 % of the total number of cases. In that case, each inchoate 0.01 percentage point difference shall give rise to 40 fault scores.

If the total number of data reports correctly sent by the Toll Declaration Operator within a measurement period is below 99.5 % of the total number of theoretical cases, following the review 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 applies to the response time of the feedback – again through the Interface – to requests received by the Processing System of the Toll Declaration Operator.

##### **Methodology of calculation**

Where, during the registration of the OBU or its modification, a request is sent to the Processing System of the Toll Declaration Operator, the response time (T) is calculated as follows:

$$T = (\text{Time of response}) - (\text{Time of generating the request})$$

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

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

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

If, within a measurement period, the total number of requests is below 20, the following calculation shall be performed:

$$V = \sum \text{Number of requests} - \sum \text{Number of requests [where } 0 \text{ s} < T \leq 5 \text{ s]}$$

##### **Service level value**

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

$$Y \geq 99.5 \%$$

##### **Measurement Period**

The measurement period shall be one calendar month. All response times related to the requests received 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. The requests falling within the period of the malfunction contractually reported by the Toll Declaration Operator or a network error officially confirmed by the Internet Service Provider shall not be taken into account in the calculation of SLA9.

### **The Minimum Service Level and fault scores**

Infringements of SLA shall include the case when the Toll Declaration Operator sends less than 99.5% of all 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 ( $Y < 99.5\%$ ).

In these cases the following sanctions shall apply:

- If  $Y < 99.5\%$ , 1 fault score for each inchoate 0.1 percentage points of the difference

If, within a single measurement period, the total number of requests is below 20, the following sanctions shall apply:

- For responses beyond 5 s, 1 fault score ( $V * 1$  fault score)

## **4.8 SLA10 – Call Centre – average waiting time**

### **Description of service level**

Another important task of the Toll Declaration Operator is to ensure contact channels for its customers, where customers may report their complaints and raise questions. One of these channels is the Call Centre. With regard to a Call Centre, the waiting time needed before connected to the operator is a factor greatly influencing customer satisfaction. This waiting time is the time between menu selection and connection to a human operator. The aim is to keep this waiting time to the minimum.

### **The methodology of measurement**

The measurement is carried out through a review of calls registered by the Toll Declaration Operator's systems dedicated to ensuring the operation and support of the Call Centre and of the data logged in relation to the calls.

### **Methodology of calculation**

The calculation shall be based on those calls during the measurement period, where the customer selected a menu point from the IVR system, which forwarded their call to the operator. With regard to such 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 appropriate) as well as the exact time of being connected to the operator (in seconds).

**WARNING:** if the Call Centre solution chosen by the Toll Declaration Operator enables reaching 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 menu selection. 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 points of time 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 X: average waiting time necessary for connecting to the operator, expressed in seconds.

### **Service level value**

It is a requirement that, in the abovementioned cases requiring connection to an operator, the average waiting time necessary for connection to the operator shall not exceed 180 seconds. This is expressed by the following formula:

$$x < 180$$

## **Measurement Period**

Fulfilment of SLA10 shall be examined for a calendar month. Each 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 the call ended.

## **Faults for infringement of SLA10**

Infringement of the SLA shall include if the average waiting time required for connecting to the operators exceeds 180 seconds, i.e.  $x > 180$ .

In this case, 3 fault scores shall be awarded for each second of the difference.

## **4.9 SLA11 – Call Centre – lost calls**

### **Description of service level**

One of the most important service characteristic of the Call Centre is the ratio between conversations that did not occur, failed and were successfully completed. Failed conversations include calls that go through the Interactive Voice Information System (IVR), yet the switch to the administrator does not occur or the waiting time is so long that the call cannot reach the operator due to the call being disconnected by the caller.

The determination of the service level is based on the basic assumption that the operator of the system continuously operates a number of channels sufficient to receive all user calls, irrespective of the number of concurrent calls, continuously on 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 as lost calls. Similarly, it is 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.

### **The methodology of measurement**

The measurement shall take into consideration calls that were not processed by the operator due to the call failing after 30 seconds from connecting to the administrator, and all calls rejected by the system since they did not reach the IVR due to an undersized system.

The measurement is carried out based on the system log files at the end of the measurement period, through the evaluation of the Electronic System Database.

### **Methodology of calculation**

Calculation shall be made based on the following mathematical correlation:

$$\text{Ratio} = \frac{\Sigma \text{ number of unprocessed calls} - \text{ number of calls interrupted within 30 seconds}}{\Sigma \text{ number of connected calls}} * 100$$

where:

- a connected call is a call that gets through the IVR menu items and is connected to the operator
- an unprocessed call is a call dropped by the system of the Toll Declaration Operator due to insufficient call capacity or a call that gets through the IVR menu item yet no connection is established with the operator after a 30-second waiting time, including calls terminated by the customer within 30 seconds,
- a call disconnected within 30 seconds is a call that is disconnected by the customer within 30 seconds, presumably due to impatience.

### **Service level value**

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

### **Measurement Period**

The fulfilment 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.

### **Fault scores for infringing SLA11**

Infringements of the SLA shall include if the proportion determined by the calculation method exceeds 5 % during a given measurement period. In that case, each lost call in excess of 5 % shall give rise to 10 fault scores.

## **4.10 SLA12 – Call Centre – Mass customer notification**

### **Description of service level**

If the Toll Declaration Operator is required to notify the total customer base using the data service, it shall be carried out within a maximum of 4 hours, either automatically or by the Operator's staff.

The Toll Declaration Operator GTC sets out the details of events giving rise to the notification of the total customer base.

### **The methodology of measurement**

The measurement is based on the log entries of the customer notification, requested from the Toll Declaration Operator, as registered in the Call Centre for the given measurement period. Since the notification shall be carried out by the Toll Declaration Operator by email, SMS and telephone, the latest of the above notifications shall be taken into account for the calculation of SLA12.

### **Methodology of calculation**

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

If the reason for customer notification is a malfunction causing data delay, described in detail under chapter 3.3.1 of the GTC, the customer notification shall be commenced within 19 hours (1,140 minutes) after the malfunction is detected (*Time of Reporting a Malfunction*). In that case, the duration ( $T_{\text{Notification}}$ ) of the given customer notification shall be calculated as follows:

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

If the reason for customer notification is a material malfunction described in detail under Clause 3.3.2 of the GTC, customer notification shall be commenced as soon as the malfunction *is detected* (*Time of Reporting a Malfunction*).

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

### **Service level value**

It is an expectation related to the service level that the Toll Declaration Operator should notify customers of the malfunction of its Processing System within a maximum of 240 minutes (4 hours) for all customers using the full data reporting service of the Toll Declaration Operator:

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

Since all notifications must be performed within 240 minutes, the highest of the  $T_{\text{Kírtésítés}}$  values shall be checked during the evaluation of the fulfilment of SLA12, i.e.:

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

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

### **Measurement Period**

The fulfilment of SLA12 shall be examined for a calendar month. Every breakdown during the calendar month and entailing the notification of the total customer base shall be taken into account.

### **Fault scores for infringing SLA12**

The SLA shall be infringed if  $X > 240 \text{ min}$ . In that case, 100 fault scores shall be awarded for each inchoate 10-minute period in excess of 240 minutes.

## **4.11 SLA 13 – Consecutive Data Reports**

### **Description of service level**

The purpose of SLA13 is to check compliance with the requirement concerning consecutive Data Reports, a duty of the Toll Declaration Operator under these GTC. SLA13 determines the maximum percentage of Data Reports rejected in the measurement period for breaching consecutive reporting, projected on the total number of Data Reports, for which the Operator is not liable 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.

### **Methodology of calculation**

The basis of the measurement shall be the number of Data Reports rejected by the Toll Declaration Operator in the measurement period for breaching consecutive reporting, which is compared against the total number of Data Reports during the same period. No Data Report shall be exempted from the calculation, even in the event of a malfunction, regardless of whether or not the malfunction is within the Operator's control.

$$X = \frac{\sum \text{Number of Data Reports rejected with error code 18}}{\sum \text{Number of Data Reports}} * 100$$

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

### **Service level value**

It is an expectation related to the service level that the number of Data Reports rejected by the UD system due to a violation of consecutive reporting shall not exceed 0.02 % of all data reports 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 shall be one calendar month. All data reports 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 report.

## **Sanctions in accordance with SLA13**

Infringements of SLA shall include if more than 0.02 % of all Data Reports of a Toll Declaration Operator are rejected in a given measurement period due to the violation of consecutive reporting. In that case, each inchoate 0.01 percentage point difference shall give rise to 30 fault scores. If the service level calculated for SLA13 exceeds 0.05 %, the 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**

The NTPS shall check the service report sent by the Toll Declaration Operator; where 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 for the amount of the penalty so established, which it shall send to the Operator within 30 days of the evaluation period.

If the Operator disputes the invoiced amount of the penalty, it may submit an objection to the NTPS within 15 days following receipt of the notification; the NTPS shall reply to the objection within an additional 15 days. Failure to meet the above deadlines shall constitute an acknowledgement.

Should the Toll Declaration Operator fail to pay the full amount of the invoice issued for the penalty by the invoice due date, NTPS may include the penalty amount in the following month's flat-rate reimbursement amount.

## **5. Standing requirements during operation**

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

Description of requirement: The Operator shall hold 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 full-time employee or contracted personnel holding a degree in GIS engineering or any other field of engineering and with at least 3 years of professional experience in the relevant field.

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

(bb) Description of requirement: provision of a Call Centre complying with at least the following specifications:

- (i) notification of all customers for each Motor Vehicle four hours (automatically or manually);
- (ii) a maximum of 180 seconds waiting time, i.e. the period between the IVR menu selection and connection to the operator. It is calculated by dividing the total waiting time by the total number of calls;
- (iii) customer service staff with a command of at least English, German and Hungarian;
- (iv) ensuring 24-hour availability in all the languages listed under point (iii) above;
- (v) all voice recordings retained for 2 months;
- (vi) 95 % of successful call ratio, i.e. the proportion of calls not getting through to the operator in the Call Center system, compared to the total number of calls; in that context, lost calls shall be the calls disconnected following the IVR menu selection while waiting for the operator, where the calculation of the percentage of successful calls is as follows: 100 % less the percentage of lost calls;
- (vii) the retrievability of reports and related non-financial qualitative data (the Toll Declaration Operator is not required to comply with that requirement during the licencing procedure defined under Schedule 2):

1 When compiling statistics relating to specific time intervals, there should be an option to select the breakdown of data within the given time interval (i.e. for the full period / year / month / day / hour / minutes)

2 The number of calls handled by an operator: the total number of calls can be queried regarding any time interval (year / month / day / hour / minutes from-to) and any selected operator (incoming and outgoing calls to be shown separately).

3 The average duration of calls can be queried for any time interval (year / month / day / hour / minutes from-to) and any selected operator (incoming and outgoing calls to be shown separately)

4 The duration spent by an operator in different operator statuses: The aggregate duration spent in different operator statuses by an operator can be queried regarding any time interval (year / month / day / hour / minutes from-to).

5 Total number of incoming calls during a selected 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 requesting an operator during a selected time interval (year / month / day / hour / minutes breakdown from-to): number of calls within the time interval, where the calling party requested to be connected to an operator in the IVR.

7 The calls received by the administrator within a selected time interval: (year / month / day / hour / minutes breakdown from-to): number of calls within the time interval, where the calling party requested to be connected to an operator and an operator actually received/handled the call.

8 Rate of calls answered within a selected 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 requested an operator.

9 Number of calls disconnected by the system, while waiting for an operator, due to reaching the maximum waiting time set for the queue.

10 Waiting time spent in the system during a selected time interval (year / month / day / hour / minutes breakdown from-to): Average waiting time for an operator within the interval specified.

11 Call-type statistics during a selected time interval (year / month / day / hour / minutes breakdown from-to): Preparing statements based on predefined call-type list for the given time interval, on the calls logged and handled by an operator.

12 Service level: for a selected time interval (year / month / day / hour / minutes breakdown), the percentage of the calls received by an operator within a predefined period, expressed in seconds.

Certificate of compliance: delivering supporting documents (where a third-party service is used: the agreement and reports; where provided as an in-house service: Call Centre reports; no report is needed at the initial audit).

(bc) Description of requirement: customer correspondence should comply with the following specifications:

- (i) minimum 1 person/5,000 Motor Vehicles;
- (ii) response time: maximum five 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 (where a third-party service is used: the agreement and reports; where provided as an in-house service: Call Centre reports; no report is needed at the initial audit).

**c) Interface**

Description of requirement: specification of tolled road sections.

Certificate of compliance: 100 % correct interface results returned after artificial data are submitted.

**d) Verification of the correctness of section, session and skip matching algorithms**

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 requirement: Based on the case-by-case requirements of the NTPS, reports required for verifying and measuring the amount of the reimbursement of expenses and the ratio of the use of such amount shall be submitted.

Certificate of compliance: Submission of supporting documents at request.

f) **Information Security Compliance**

Description of requirement: Compliance with the requirements set out in Chapter 6 of this Annex.

Certificate of compliance: Submitting the supporting documents listed in Chapter 6 of this Annex to the Auditor, before evaluation, using the virtual work area provided by NTPS.

To meet the requirement for audit compliance, it is sufficient for the Toll Declaration Operator to operate an information security management system compliant with the latest ISO 27001 standard, as long as the management system's scope includes all activities regulated by the current GTC, and demonstrably meets the requirements set out in Chapter 6, even if it does so using its own regulatory framework.

**6. Information Security Criteria applicable to the Toll Declaration Operators**

6.1. Information Security Requirements

- a) The Toll Declaration Operator must have up-to-date IT procedures and records specific to the HU-GO service.

To achieve and maintain "Audited" status, Toll Declaration Operators must reach at least level 2 in all areas of the COBIT / CMMI model.

With regards to the inspected controls, it is necessary to verify compliance with the level of maturity corresponding to the "Low" safety control environment, in accordance with NIST Special Publication 800-53 r4.

Regarding IT management, it is necessary to establish a substitution and incident notification chain.

Chapter 6.2 contains a list of the supporting documents necessary for compliance with these requirements.

- b) The Toll Declaration Operator must have a written action plan containing the tasks to be performed during and in connection with the downtime caused by the malfunction. The action plan should include the most vital activities, as well as those responsible for said activities and the resources required for their implementation.

The action plan should include the geographical and organisational scope of the regulation, as well as its period of validity. The action plan should be tested at least annually, and a written testing report must be prepared. The report shall include the date and time of testing, the name of the person performing the test, as well as the results of the test.

- c) Compliance with configuration management requirements requires keeping an electronic registry of the On-Board Units registered in the HU-GO system, including the current versions of the firmware and software components running on each On-Board Unit.

The electronic registry shall contain at a minimum the date of registration of each entry, the unique identifiers of the registered On-Board Units (serial number, IMEI number, etc.), as well as the version numbers of all firmware and software actively running on the On-Board Unit during the period registered in HU-GO.

The registry must be capable of tracking the timeline of events, meaning that the firmware and software version running on the given On-Board Unit must be retrievable for any given time during the registration period in the HU-GO system.

- d) With regards to configuration management, an electronic registry shall be kept of the Section List containing the Single Tolled Road Sections and associated map data, published and managed by the HU-GO system and accessible in the Central System of the Toll Declaration Operator.

At a minimum, the registry shall include the date of registration for each entry, the unique identifiers of the Single Tolled Road Sections and the Section List containing the Single Tolled Road Sections, as well as the information required for map section matching, as determined by the Toll Declaration Operator. The registry must be capable of tracking the timeline of events, meaning that the Single Tolled Road Sections and all related information must be retrievable for any given time during the registration period in the HU-GO system.

- e) With regards to authorisation management, an electronic registry shall be kept of all individuals and roles with access to the Toll Declaration Operator's processing system, as well as their system access authorisation levels. In addition, it is necessary to ensure the legal and regulatory compliance of all such authorisations.

At a minimum, the registry shall include the date of registration for each entry, the registered roles and their authorisation (which functions or system components they can access, authorisation level: writing, reading, running etc.) The registry must be capable of tracking the timeline of events, meaning that the roles and their authorisations must be retrievable for any given time during the period of cooperation with the HU-GO system.

- f) With regards to version management, a written process control shall be kept for the tasks to be performed during the version change of the Section List containing the Single Tolled Road Sections and any software running on the On-Board Units.

The action plan must include the most vital activities, as well as those responsible for said activities and the resources required for their implementation. The process control should include the geographical and organisational scope of the regulation, as well as its period of validity. In addition, it shall describe the method of preventing unauthorised version changes.

- g) With regards to incident management, an electronic registry shall be kept of all identified and managed incidents and security incidents related to the service level provided by the Toll Declaration Operator.

At a minimum, the registry shall include the date of registration for each entry, a description of the incidents in the registry, the escalation procedure used during incident management, the effect of any unexpected events on operations, and the results of incident management. The registry must be capable of tracking the timeline of events, meaning that the service level status and the incidents in question must be retrievable for any given time during the period of cooperation with the HU-GO system.

- h) For at least 10 calendar days following the new Section List coming into effect, the Toll Declaration Operator must provide access to the previously repealed Section List in the system for the management of Section List changes, so that when handling the Data Reports for positional road use information generated in the past (based on the Event Time Stamp), the event can be located on the map based on the valid Section List at the time.

- i) With regards to IT operations, the Toll Declaration Operator must follow practices grounded in risk analysis and regular self-monitoring. An up-to-date registry shall be kept of the results of such practices.

At a minimum, the registry shall include the date and subject of analysis, the risks identified as a result of the practice and the methods of handling said risks, as well as any defects detected during self-monitoring, along with the action plans prepared to address said defects.

- j) The Toll Declaration Operator shall establish a backup procedure for data processed in the processing system, in order to fully ensure that no data loss occurs.

In order to accomplish this:

- a) in its internal rules of procedure - it shall determine the rules of procedure regarding backup recovery times and recovery points.

b) in order to ensure that no data loss occurs in its processing system, the Toll Declaration Operator shall establish sufficient backup storage capacity in addition to its primary storage capacity. Alternately, if using outsourced cloud-based services, the Toll Declaration Operator shall contract for a service with service levels and conditions sufficient for preventing data loss.

6.2. Supporting documents for information security compliance

The following table contains a list of supporting documents relating to the conditions set out in Chapter 6.1 of this Annex, broken down by subject, as defined by regulatory areas:

<b>Subject</b>	<b>Process Control/Rules of Procedure/Action Plans</b>	<b>Registry</b>	<b>Protocol/Record/Log</b>
<b>General</b>	<b>Information Security Policy</b>	-	-
<b>General</b>	<b>IT Security Policy</b>	-	Review records
<b>General</b>	<b>IT Risk Analysis, Risk Management (Action Plan)</b>	Risk Inventory	Vulnerability Test Report
<b>General</b>	<b>Cross-System Dataflow Model</b>	-	-
<b>General</b>	<b>Business policy or specific contract containing IT Operations Policy, SLAs, or IT Operations Manual</b>	IT Service Catalogue	SLA Measurement Reports
<b>General</b>	<b>IT Security Training Plan, Topics, Guide</b>	Training Plan	IT Security Awareness Training Records
<b>General</b>	<b>Physical Security Policy</b>	Access Records	Physical Access Control Log
<b>General</b>	<b>Procurement Policy</b>	IT Procurement List	IT Security Authorisation Log
<b>Anti-Virus Protection</b>	<b>Anti-Virus Policy</b>	Anti-Virus Version and Status	Virus Scan and Incident Log
<b>Monitoring and Logging</b>	<b>Monitoring Procedures for IT and IT Security Systems</b>	Monitored Event Catalogue	Monitoring Alert Log
<b>Monitoring and Logging</b>	<b>Logging and Log Evaluation Procedure</b>	Log Sources and Retention Records	-
<b>Incident</b>	<b>Operational and Security Incident Management</b>	Incident Records	Incident Management Log
<b>Access Controls</b>	<b>Password Policy (Normal, Privileged, System Accounts)</b>	List of Password Requirements	Test Report Verifying Compliance with Password Requirements
	<b>Configuration and Change Management Procedures</b>	Change Records (Hardware/Software)	Testing Protocols

<b>Subject</b>	<b>Process Control/Rules of Procedure/Action Plans</b>	<b>Registry</b>	<b>Protocol/Record/Log</b>
<b>Configuration and Change Management</b>		IT Inventory (Hardware, Software)	-
<b>Systems and Communications Security</b>	<b>IT and IT Security Manual</b>	Network and Security Topology	-
		Security Solutions Registry	Hardening Settings Inspection
<b>Access Controls</b>	<b>Authorisation Records (Physical and/or Logical), Authorisation Management Policy</b>	Authorisation Records	Authorisation Control Logs or Audit Report
<b>Backups/Restoring Backups</b>	<b>Business Continuity Plan (BCP), Disaster Recovery Plan (DRP)</b>	Critical Process Registry	BCP/DRP Test Protocols
		Data Manager and System Administrator Registry	Backup Procedures

The purpose, format, and data content of the documents listed above are all different due to their varied purpose. As such, we recommend the following types of supporting documents to help establish good, uniform practice:

- Registry: their format can be electronic or paper-based. Basic requirements are to regulate the processes, access methods and retention periods relevant to maintaining the registry.
- Procedures for registry management: their format can be electronic or paper-based. Must include the activities determining the procedure, as well as the associated responsible persons, the geographical and organisational scope of the policies, and their period of validity.
- Process Control, Procedures: their format can be electronic or paper-based. Must include the activities determining the procedure, as well as the associated responsible persons, the geographical and organisational scope of the policies, and their period of validity.
- Action Plan: a detailed specification of the job-related tasks to be performed in connection with process control and procedures, along with the relevant deadlines.
- Protocols, Records, Logs: their format can be electronic or paper-based. They can be used to verify the occurrence of an event, or the completion of a task.

## **Schedule 2**

### **Preconditions of receiving Data Reports**

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

- 1.1. The Operator may connect to the electronic toll collection system of the NTPS and thus act as the Customer's toll declaration operator if:
  - a) the Operator and the NTPS have entered into an Individual Agreement;
  - b) after the execution of the Individual Agreement, the Operator delivers a statement to the NTPS that it has met the technical conditions of connection;
  - c) the 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 have been met, the NTPS shall specify, in the connection licence, the specific identification code of the Operator and the Commencement Date, from which Commencement Date the Operator is required to comply with the obligations stipulated in Clauses 6 to 9 of the GTC.

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

##### **2.1 The connection process**

The connection licensing procedure shall be conducted 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 conditions of connection, and shall send then the up-to-date text of this GTC.
- (b) The potential toll declaration operator shall communicate its intent to conclude a specific contract via a duly signed letter of intent, addressed and mailed to NTPS registered offices. Concluding the specific contract also requires payment of the registration fee specified in Item (j), as well as sending the documents certifying that the holder of the company's signature is an authorised representative.
- (c) Concluding the specific contract

the Operator shall notify NTPS once it has complied with the conditions of accession under Section 2.2 of Annex 2 herein ("Conditions of accession"), subject to the provisions of the information letter delivered to it, via a duly signed statement, addressed and mailed to NTPS registered offices.

The Operator shall attach the following statements and documents to its statement:

- The Operator shall take out a liability insurance policy under Section 7.3 of the GTC before the accession licence is issued by NTPS, and shall send such contract to NTPS as soon as it is concluded.
- Senior officers authorised to represent an Operator that is not registered in the Hungarian company register shall certify, through a declaration under Annex 11, that it is required by the legislation applicable to it to draw up and publish financial statements.
- The completed declarations under Annexes 12 and 13, certifying, at the same time or in advance, that the person signing the declaration is duly authorised to represent the Operator.
- A declaration of compliance concerning the operation of a call centre complying with the requirements under these GTC (Annex 15) or an equivalent contract, attesting that a third party has assumed an obligation on behalf of the Operator to operate a call centre that complies with all provisions of these GTC at all times.
- Proof of payment of the fee for verifying compliance with the accession requirements set out in Item (j).

(e) The Auditor shall inspect the Operator's submitted statements and its annexes. If, during the audit, the Auditor finds that the Operator has failed to deliver or provide to the Auditor any data, technical condition or other information required for the audit, 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 comply, the Auditor shall adopt its decision based on the information available. After examining the statement submitted by the Operator, the Auditor shall issue a decision and shall send a copy thereof to the Operator as well.

(g) If the Auditor's decision is positive, the Operator is entitled to request access. This request should be emailed to the general and technical contact person specified by NTPS, after payment of the technical support fee specified in Item (j). The fee includes the option of 12 consultancy hours (calculated per individual), with NTPS providing professional/technical support services. If this time is exceeded, further technical support is available, at a fee of EUR 100/consultancy hour (calculated per individual), based on mutual prior agreement.

(h) After testing has been successfully completed on the NTPS-operated test system, the Operator may request the technical tests necessary for accession. This request should be emailed to the general and technical contact person specified by NTPS, after payment of the technical testing fee specified in Item (j). After the test is completed, the Auditor shall prepare a test report, and shall send it to the Operator. If, according to the statement of the Auditor, the Operator fails to meet the connection conditions, the report shall set out the reason for non-compliance. In the event of non-compliance with the connection conditions, the NTPS shall refuse to issue the connection license. Payment of the fee will entitle the Operator to two testing opportunities. If the test cannot be successfully completed for the second time due to reasons attributable to the Operator, the relevant fee will need to be paid again.

(i) After technical testing is complete, NTPS shall once again verify that the conditions are present for the Operator performing its duties. Then, after payment of the accession licence fee specified in Item (j), NTPS shall issue the accession licence and provide access to the live system.

(j) The Operator shall pay NTPS an accession licence fee, as reimbursement for the costs of the accession licence audit. This fee is fixed and identical for all Toll Declaration Operators. Accession licence fees comprise the following portions. Any portion of the accession licence fee shall be paid in advance for the appropriate phase.

1. registration fee before signing specific Data Reporting: EUR 5,000
2. verifying compliance with accession requirements: EUR 10,000
3. providing technical support: EUR 15,000
4. performing technical testing: EUR 15,000
5. determining compliance, issuing accession licence: EUR 5,000

The amounts listed above are pre-tax, VAT shall be paid in accordance with the relevant laws and regulations.

Moreover, NTPS may charge a surcharge on top of the basic fee of the connection licensing procedure, no more than 2 times in the course of the accession licensing procedure. The amount of the extra fee shall increase in proportion with the distance from Budapest of the Toll Declaration Operator's registered site affected by the audit\*:

(i) the registered site affected by the audit is located in Budapest: basic audit fee + a one-time cost reimbursement of HUF 60,000 + VAT

(ii) the registered site affected by the audit is located outside Budapest: basic audit fee + one-time fee of HUF 60,000 + VAT + a cost reimbursement of HUF 60,000 + VAT for each 100 km started

(iii) the registered site affected by the audit is outside Hungary:

- in EU Member States: basic audit fee + a cost reimbursement of EUR 11,000
- outside EU Member States: basic audit fee + a cost reimbursement of EUR 14,000

\*Registered site affected by the audit: the place of central administration where the Toll Declaration Operator permanently pursues an activity aimed at generating profit. Moreover, where the instruments and documents necessary for providing the service are available, and the Toll Declaration Operator can hand them over to the competent NTPS staff if appropriate.

In view of the rational economic conditions and limited human resources available to NTPS, the Operator shall accept that NTPS is only capable of conducting a maximum of 2 accession licencing procedures at any given time. For the purposes of this paragraph, an accession licencing procedure shall be deemed to have begun once the potential Toll Declaration Operator's request for concluding a specific contract is received, in order of submission.

Statements provided in the course of an accession licence or the accession licencing procedure are non-transferable, and may not be re-assigned to a third party.

## **2.2 The conditions of connection**

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 it is capable of processing data from OBUs with sufficient reliability and to deliver Data Reports under the Agreement on the Interface based on such data, in particular if it meets the conditions for delivering Data Reports subject to the technical specifications under Clause 5 of Schedule 1 ('Standing requirements during operation');
- (b) it holds the liability insurance stipulated in Clause 7.3 of the GTC;
- (c) it complies with the conditions corresponding the technical specifications under Clause 5 of Schedule 1 ('Standing requirements during 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 a call centre of sufficient capacity to ensure the above;
- (d) it complies with the conditions stipulated in the Toll Act Implementing Decree;
- (e) it complies with the other technical conditions stipulated in Clause 5 of Schedule 1 ('Standing requirements during operation');
- (f) all test processes stipulated in Schedule 1 have been successfully completed.

The Auditor is entitled to verify the declaration under Schedule 14 or compliance with the conditions of connection with retroactive effect as well.

The Operator shall meet the conditions of connection under this Schedule 2 for the whole term of the Individual Agreement. Otherwise, the NTPS shall have the right to terminate the Individual Agreement 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 conditions of connection and the method of verifying compliance**

See the provisions under Sections 5 and 6 of Schedule 1 (“Standing requirements during operation”).

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

The basic fee of annual ordinary and extraordinary audits:

HUF 1,000,000 + VAT

In addition to the above, the additional cost reimbursement of audits shall increase in proportion with the distance from Budapest of the Toll Declaration Operator’s registered site affected by the audit\*:

- (i) the registered site affected by the audit is located in Budapest: basic audit fee + a one-time cost reimbursement of HUF 60,000 + VAT
- (ii) the registered site affected by the audit is located outside Budapest: basic audit fee + a cost reimbursement of HUF 60,000 + VAT for each inchoate 100 km
- (iii) the registered site affected by the audit is outside Hungary:
  - in EU Member States: basic audit fee + a cost reimbursement of EUR 1,100
  - outside EU Member States: basic audit fee + a cost reimbursement of EUR 1,400

\*Registered site affected by the audit: the place of central administration where the Toll Declaration Operator permanently pursues an activity aimed at generating profit. Moreover, where the instruments and documents necessary for providing the service are available, and the Toll Declaration Operator can hand them over to the competent NTPS staff if appropriate.

## **Schedule 3**

### **Conditions to be provided by the 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 the 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 as registered customers by the Parties.

#### **2 Interface, map layer, service report template**

The layer is included in the media containing the GTC and handed over at the conclusion of the Individual Agreement.

If it is amended, it is officially handed over to the contact persons.

## **Schedule 4**

### **Customers' personal data, stored by the NTPS and disclosable to the Operator**

- a) the name of the Operator
- b) identification data of the registered OBU
- c) Customer data required for the identification of the Customer and for communication
- d) the following Motor Vehicle data: number plate, country code, emission class, minimum number of axles
- e) the time of receipt of the Data Report and the details of the Road Use Authorization applied for and granted, according to the Data Report.

## Schedule 5

### Cases where damage deemed as Lost Profit must be reimbursed and the method of its calculation

No.	Description of damage case	Calculating the amount of damages
A	<p>The Operator has notified the NTPS that:</p> <p>(a) while certain Data Reports can only be performed by its Processing System at a delay, no loss of data to be forwarded by the OBUs is expected, and</p> <p>(b) following the notice under paragraph (a), the Operator is unable to forward a missing Data Report within the time specified for remedying the defect in connection with the Data Delay under Clause 3.3.1 of Schedule 1 of the GTC ('Malfunction causing data delay')</p> <p>(the time period beyond the time defined for remedying the defect in connection with Data Delay until the forwarding of Data Reports is resumed according to the contract: '<b>period affected by the lack of data</b>').</p>	<p>A1. The amount of damages shall be calculated by the Parties based on the Operator's Data Reports during a previous equivalent 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 of the following traffic characteristics ('<b>time intervals affected by the lack of data</b>')</p> <p>(a) whether the movement of heavy goods vehicles was restricted ('restricted movement of HGV');</p> <p>(b) whether the day was a holiday;</p> <p>(c) daytime (between 8 a.m. and 10 p.m.) or night time;</p> <p>(d) in summer (between 1 July and 31 August) or other period.</p> <p>A1.2. The NTPS shall calculate, for each time interval that has the features under Clause A1.1 and is equivalent to the time interval affected with the lack of data (hereinafter: '<b>base time intervals</b>'),</p> <p>(a) the total value of toll paid based on Data Reports forwarded by the Operator ('<b>base total toll projected for the relevant time interval</b>') over the last six-week period prior to receiving the signal (or, if the Agreement has been in effect for a period shorter than this, over the period since the effective date of the Agreement, which period shall not be shorter than two weeks);</p>

		<p>(b) the aggregate duration of all base time intervals in question, expressed in hours and rounded (<b>'aggregate duration of the given base interval'</b>);</p> <p>(c) the average Lost Profit per hour calculated for each base time interval (base total toll projected for the relevant time interval, divided by the aggregate duration of the relevant base time interval) (hereinafter: <b>'average base Lost Profit per hour'</b>).</p> <p>A1.3. The 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 of the same characteristics. The amount payable shall be the damage qualifying as the Lost Profit calculated as described above.</p> <p>A2. If the Agreement between the NTPS and the Operator has not been in effect for at least two months, rather than based on previous data provided by the Operator, the damage qualifying as the payable Lost Profit shall be calculated on the basis of the data of all toll declaration operators contracted by the 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 by not more than 25 % from the Motor Vehicle Fleet taken into consideration on issuing the Operator's accession license.</p> <p>A3. If, according to the notice, the deficiency does not affect all OBUs of the Operator but only certain OBUs, the calculations under Clauses 1 and 2 shall be performed with respect to the proportion of the average number of vehicles in the base time interval and the OBUs affected by the notice.</p> <p>A4. The 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, the NTPS shall only provide</p>
--	--	--

		information regarding the total number of all relevant operators and the data of the relevant operators aggregated by time interval.
B	The Operator has notified the NTPS that its Processing System will cease to 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 forwarding of Data Reports is resumed according to the contract: ' <b>period affected by the lack of data</b> ').	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 location and time data used as a basis for Data Reports regarding the period affected by the audit ('ADÚSZ') and the number of '<b>base Toll Roads</b>' ('BDÚSZ'), calculated as follows, is less than 75 % (<math>ADÚSZ / BDÚSZ &lt; 75 \%</math>), and</p> <p>(b) such difference was not due to the following factors (i.e. a decrease caused by the factors below has been taken into consideration by the Parties for calculating proportions pro rata with the change):</p> <p>(ba) a decrease in the volume of the Motor Vehicle Fleet of the audited period as compared to the base period;</p> <p>(bb) a decrease in the number of Toll Sections in the audited period as compared to the base period;</p> <p>(bc) an increase in the toll payable in the audited period as compared to the base period.</p>	<p>C1. The amount of damages shall be calculated by the Parties pursuant to Clauses A1, A2 and A4, provided that</p> <p>(a) the whole of the period affected by the audit shall be 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 amount to difference between the amount calculated pursuant to Clause C1 (i.e. A1.3) and the total toll payable subject to the actual Data Reporting during the entire period affected by the audit.</p>

	<p>A Base Toll Section shall mean a Road Section affected by Data Reports during the following periods:</p> <p>(c) Toll Sections affected by Data Reports submitted during 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 the NTPS and having a Motor Vehicle Fleet similar 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](mailto:ugyfel@nemzetiudij.hu)

UD Call Centre called from abroad: +36 36587500

Internet website:

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

<http://toll-charge.hu>

<http://maut-tarife.hu>

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

#### **2. Contact details of 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	
<b>a)</b>									
1u10k795m	47°28'4.91"N	18°52'30.20"E	47°28'11.99"N	18°52'15.73"E					Budaörs industrial park (Aldi warehouse)
1u129k928m	47°40'41.02"N	17°35'12.67"E	47°40'42.81"N	17°35'7.11"E					Crossroad No. 84125 parking
1u12k63m	47°28'21.89"N	18°51'53.59"E	47°28'25.45"N	18°51'46.89"E					Budaörs industrial park (Michael Huber Hungária Kft.)
1u13k805m	47°28'31.20"N	18°50'35.19"E	47°28'58.92"N	18°50'10.74"E	47°29'25.64"N	18°49'19.66"E	47°29'28.21"N	18°48'56.80"E	Biatorbágy industrial park
1u60k383m	47°37'41.77"N	18°21'54.77"E	47°37'50.56"N	18°21'40.71"E					Vértesszőlős sand pit
21u49k176m	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 section
51u16k219m	47°21'9.87"N	19° 7'24.81"E	47°20'54.505"N	19°7'14.304"E					Dunaharaszti industrial park
52u54k526m	46°48'33.77"N	19° 0'2.51"E	46°48'36.75"N	18°59'57.67"E					site beside toll section
54u13k21m	46°46'57.04"N	19°37'3.50"E	46°46'53.98"N	19°37'1.05"E					Site of Ermis Bt
6u130k679m	46°26'21.44"N	18°46'28.15"E	46°26'8.63"N	18°46'12.12"E					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					Cellőmők plant
84u116k674m	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 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 section
7u23k690m	47°21'47.65"N	18°52'36.20"E	47°21'42.71"N	18°52'22.74"E					site beside section
6u111k560m	46°34'54.33"N	18°50'18.20"E	46°34'23.16"N	18°50'1.70"E					service road beside section

3u189k214m	48° 6'27.78"N	20°50'33.13"E	48° 6'30.06"N	20°50'37.65"E					site beside section
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 section
M3u22k445m	47°36'2.39"N	19°16'41.66"E	47°36'9.85"N	19°17'7.14"E					service road beside section
M2u36k227m	47°45'39.87"N	19°10'52.06"E	47°46'7.31"N	19°10'51.44"E					service road beside section
4u268k762m	47°54'52.98"N	21°43'5.64"E	47°55'2.57"N	21°43'9.998"E					site beside section
85u55k943m	47°35'14.69"N	16°52'7.11"E	47°35'19.05"N	16°51'40.41"E					service road beside section
87u29k481m	47°15'15.81"N	16°37'13.23"E	47°15'14.10"N	16°37'6.77"E					site beside section
87u29k984m	47°15'14.88"N	16°36'54.72"E	47°15'23.65"N	16°36'50.81"E					site beside section
4u232k883m	47°35'49.33"N	21°39'12.74"E	47°35'54.39"N	21°39'13.70"E					site beside section
4u233k318m	47°35'54.39"N	21°39'13.70"E	47°36'0.67"N	21°39'15.50"E					site beside section
52u54k524m	46°48'33.77"N	19° 0'2.51"E	46°48'36.75"N	18°59'57.67"E					site beside toll section
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
10u62k167m	47°44'19.43"N	18°22'58.48"E	47°44'16.12"N	18°22'43.09"E					site beside section

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

830u5k760m
82u0k572m
48u4k578m
1u12k987m

## Schedule 9

### Data of border points

Partner	Name of related settlements		Ownership, number and category of the road		Type of traffic	GPS	
	Hungarian	partner	Hungarian	partner			
<b>SLO</b>	Tornyiszentmiklós	Pince (Pince)	national (M70 speedway, E653)	national (E653)	unlimited	16.5246	46.51979
<b>SLO</b>	Rédics	Dolga Vas (Lendvahosszúfalú)	national (main road No. 86; E65)	national (E65)	unlimited	16.46179	46.59684
<b>A</b>	Bucsu	Schachendorf (Csajta)	national (main road No. 89.)		unlimited	16.46988	47.25556
<b>A</b>	Szentgotthárd-Rábafüzes	Heiligenkreuz im Lafnitztal (Rábakeresztúr)	national (main road No. 8, E66)	national (65 E66)	unlimited	16.27615	46.98473
<b>A</b>	Kőszeg	Rattersdorf (Rótfalva)	national (main road No.87)	national (55)	unlimited	16.51468	47.40735
<b>A</b>	Kópháza	Deutschkreutz (Sopronkeresztúr)	national (main road No. 861)	national (62)	unlimited	16.62625	47.62733
<b>A</b>	Sopron	Klingenbach (Kelénpatak)	national (main road No. 84)	national (16)	passenger and freight traffic up to 20 t	16.5452	47.7413
<b>A</b>	Hegyeshalom	Nickelsdorf (Miklóshalma)	national (M1 speedway, E60)	national (A4 E60)	unlimited	17.11102	47.92464
<b>SK</b>	Letkés	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
<b>SK</b>	Rajka	Dunacsún (Cunovo)	national public road (M15, E65, E75)	national public road (D2 motorway, E65, E75)	unlimited	17.175624	48.012953
<b>SK</b>	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
<b>SK</b>	Hont-Parassapuszta	Šahy (Ipolyság)	national public road (main road No. 2, E77)	national public road (road No. I/66, E77)	unlimited	18.96585	48.05757

<b>SK</b>	Szécsény-Pöstenypusztza	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
<b>SK</b>	Nógrádszakál-Ráróspusztza	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
<b>SK</b>	Somoskőújfalu	Šiatorská Bukovinka (Sátorosbánya)	national public road (main road No. 21)	national public road (road No. I/71)	unlimited	19.82246	48.16876
<b>SK</b>	Bánréve	Král' (Sajószentkirály)	national public road (main road No. 26)	national road (road No. I/67)	unlimited	20.35641	48.3128
<b>SK</b>	Tornyosnémeti	Milhošć (Migléc)	national public road (minor road No. 3729)	national road (17)	unlimited	21.25406	48.53121
<b>SK</b>	Tornyosnémeti	Milhošć (Migléc)	national public road (main road No. 3, E71, E79)	national road (R4, E71)	unlimited	21.25240	48.53193
<b>SK</b>	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
<b>SK</b>	Esztergom	Štúrovo (Párkány)	freight ferry	freight ferry	passenger and freight traffic up to 3.5 t	18.70652	47.77751
<b>SK</b>	Komárom	Komárno (Révkomárom)	national public road (Main Road No. 13); Monostori-híd	national public road (road No. I/63); Duna-híd	unlimited	18.084619	47.756517
<b>UA</b>	Beregsurány	Astei (Asztély)	national (main road No. 41)	national (T0727)	passenger and freight traffic up to 7.5 t	22.57314	48.16506
<b>UA</b>	Záhony	Chop (Csap)	national (main road No. 4, E753)	national (M06, E753)	unlimited	22.17164	48.41348
<b>RO</b>	Csengersima	Petea (Pete)	national (main road No. 49)	national (19/A)	unlimited	22.77696	47.8529
<b>RO</b>	Nyírábrány	Valea lui Mihai (Érmihályfalva)	national (main road No. 48)		passenger and freight traffic up to 3.5 t	22.03081	47.52519
<b>RO</b>	Ártánd	Borș (Bors)	national (main road No. 42, E60)	national (1, E60)	unlimited	21.79123	47.11856
<b>RO</b>	Méhkerék	Salonta (Nagyszalonta)	national (road 4252)		passenger and freight traffic up to 7.5 t	21.48329	46.76452
<b>RO</b>	Gyula	Vărsand (Gyulavarsánd)	national (main road No. 44)	national (79A)	unlimited	21.32911	46.631

<b>RO</b>	Battonya	Turnu (Tornya)	national (road 4455)		passenger and freight traffic up to 7.5 t	21.10351	46.26347
<b>RO</b>	Nagylak	Nădlac (Felsőnagyak)	national (main road No. 43, E68)	national (7, E68)	passenger and freight traffic up to 3.5 t	20.71518	46.16795
<b>RO</b>	Csanádpalota - Nagylak	Nădlac	M43		unlimited (with the exception of vehicles transporting dangerous substances, live animals and perishable foodstuff)	20.758704	46.213568
<b>RO</b>	Kiszombor	Cenad (Nagycsanád)	national (main road No. 431)		passenger and freight traffic up to 7.5 t	20.47295	46.15249
<b>RO</b>	Nagykereki	Nagyszántó (Santăul Mare)	national (Main Road No. M44, E60)	national (A3, E79)	unlimited	21.859175	47.196791
<b>SRB</b>	Tompa	Kelebija (Alsókelebia)	national (main road No. 53)	national (17-1)	unlimited	19.55898	46.16815
<b>SRB</b>	Röszke	Horgoš (Horgos)	national (M5 speedway, E75)	national (E75)	unlimited	19.97917	46.17603
<b>HR</b>	Udvar	Kneževo (Főherceglak)	national (main road No. 56; E73)	national (7, E73)	unlimited	18.66093	45.89508
<b>HR</b>	Drávaszabolcs	Doni Miholjac (Alsómiholjác)	national (main road No. 58)	national (53)	unlimited	18.20084	45.78341
<b>HR</b>	Barcs	Terezino Polje (Trézenföld)	national (main road No. 6.)	national (5, E661)	unlimited	17.46157	45.94571
<b>HR</b>	Berzence	Gola (Góla)	national (road 6815)		passenger and freight traffic up to 20 t	17.06771	46.19603
<b>HR</b>	Letenye	Goričan (Muracsány)	national (main road No. 7.)		unlimited	16.6936	46.42007

**Schedule 10**  
**Operator's declaration for crediting a Route Ticket due to an individual on-board unit fault**

Name of the customer	
Number plate(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	

.....

L.S.

## **Schedule 11**

### **Declaration on the publication of financial statements**

I, the undersigned .....(name), representing .....(company name, hereinafter referred to as the 'Operator'), hereby declare that, on the basis of applicable legislation of its country of registration, the Operator is required to draw up and/or\* publish financial statements.

Where appropriate, the financial statement shall be drawn up/published by ..... of the year concerned.

The published statement shall be available in Hungarian, free of charge, at the following website:

.....  
.....  
.....

If the statement is not available as specified under Section 6.10 of the GTC, I agree to send the financial statement to the NTPS by email within 15 business days following the date specified under this paragraph.

Date: .....

..... (authorised signature)

..... (name)

..... (company name)

\* Please underline as appropriate.



## Schedule 12

### Declaration on transparency

**On the basis of Section 3(1)(1) of the Act CXCVI of 2011 on National Assets**

The declarant:

Name

.....

Registered office

.....

Number in the Register of Commerce and Companies

.....

Tax number

.....

Represented by

.....

On the basis of Sections 41(6) of Act CXCV of 2011 on the state budget ('Áht.'), with a view to verifying transparency, the municipal government or budgetary body assuming the liability is entitled to manage the transparency-related data specified under Section 55 of the Áht.

With a view to managing the data under Section 55 of the Áht. and subject to the provisions under Section 50 of Gov. Decree No. 368/2011 (XII. 31.) implementing the Act on the state budget ('Ávr.'), the declarant hereby submits the following declaration.

**On the basis of Section 3(1)(1) of the Nvt., I, the undersigned ....., as the person authorised to represent ..... (*the organisation submitting the declaration*), hereby submit, on my honour, the following**

**declaration on transparency.**

**I hereby solemnly declare that I am aware of the applicable legislation, on the basis of which my company is a transparent organisation.**

On the basis of this declaration, I acknowledge that

- No **onerous contract** to be financed from the estimated expenditure shall be validly concluded with legal entities or unincorporated entities other than transparent organisations and no payment shall be made on the basis of such contracts. With a view to verifying compliance with the above condition, the municipal government or budgetary body assuming the liability shall, until the claims under the contract become time-barred, process the data related to the transparency of the legal entity or unincorporated entity as set out in Section 55 of the Áht. in accordance with Section 55 of the Áht., provided that any reference to the beneficiary under Section 55 of the Áht. shall be construed as a reference to the legal entity or unincorporated entity (Section 41(6) of the Áht.).
- If, during the audit, any information is detected that casts a doubt on transparency, the burden of proof shall lie entirely with the declarant.

- Where an onerous contract has been concluded on the basis of an untrue declaration on transparency, such contract shall be cancelled by the municipal government or budgetary body assuming the liability, or, where delivery under the contract has not been commenced, said government or body shall withdraw from the contract.

I hereby declare that, if any change occurs with regard to the data disclosed in this declaration, I shall forward, within 8 days of the change, the declaration on transparency based on the amended data to the municipal government or budgetary body assuming the liability or, if the organisation I represent no longer qualifies as a transparent organisation, I shall report such fact without delay.

*(The declaration consists of Parts I, II and III. Each organisation submitting a declaration shall only complete the relevant section, i.e. Part I or Part II or Part III.)*

## I.

### ORGANISATIONS THAT ARE TRANSPARENT BY OPERATION OF LAW

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned  
 .....(name), as the  
 statutory \_\_\_\_\_ representative \_\_\_\_\_ of  
 .....(name of  
 organisation) .....(registered office)  
 .....(tax number), hereby declare that, on the basis of Section 3(1)(1) of  
 the Nvt., the organisation I represent is

- the State,
- a budgetary body,
- a public body,
- a local government,
- an ethnic minority self-government,
- an association,
- an ecclesiastic legal entity,
- a business entity in which the State/.....(name of  
 municipal government) the local government has/have, separately or collectively, a  
 share of 100%,
- an international organisation,
- a foreign State,
- a foreign local authority,
- a foreign government or local authority body,
- a public limited company introduced to the regulated market of a country that is party  
 to the Agreement on the European Economic Area: .....(name of the  
 country concerned) *(please underline as appropriate)*

and, therefore, it qualifies as a transparent organisation.

**II.**

**LEGAL ENTITIES OR UNINCORPORATED  
BUSINESS ENTITIES OTHER THAN  
THE ONES LISTED UNDER SECTION I**

The organisation I represent qualifies as a transparent organisation, i.e. according to **Section 3(1)(1)(b)**, it is a Hungarian or foreign legal entity or unincorporated business entity, which meets the following conditions:

**II/1 its ownership structure and its beneficial owner as defined in Section 3(r) of Act CXXXVI of 2007 on the prevention and combating of money laundering and the financing of terrorist activities can be identified.**

Declaration on the beneficial owners:

Name	Place and date of birth	Mother's name	Share of ownership	Share of influence and voting rights

**II/2 the State in which the business organisation I represent has tax residence:**

- **is a Member State of the European Union:**
  - **Hungary**
  - **other: ....., or**
  
- **a State Party to the Agreement on the European Economic Area:**  
**....., or**
  
- **a Member State of the Organisation for Economic Cooperation and Development: ....., or**
  
- **a State with which Hungary has entered into a bilateral convention for the avoidance of double taxation: .....**  
*(please underline as appropriate; please indicate the country if other than Hungary)*

**II/3 is not a controlled foreign company as specified under the Act on corporate tax and dividend tax:**

Declaration on the classification as a controlled foreign company:

Since the organisation I represent is resident in Hungary, it does not qualify as a controlled foreign company;

*or*

The organisation I represent is not resident in Hungary. *(Please underline as appropriate. If the organisation represented by the declarant is not resident in*

*Hungary, the question arises whether it qualifies as a controlled foreign company; therefore, the following section related to classification as a controlled foreign company must be completed.)*

Taking into account the conditions set out in Section 4(11) of Act LXXXI of 1996 on corporate tax and dividend tax, the organisation I represent

does not qualify as a controlled foreign company under the Act on corporate tax and dividend tax

*or*

qualifies as a controlled foreign company under the Act on corporate tax and dividend tax. *(Please underline as appropriate)*

If the business organisation I represent is a foreign person and/or non-resident according to the place of its management (hereinafter collectively referred to as a ‘foreign company), yet it has its principal place of business and is resident in a Member States of the European Union, a Member States of the OECD or in a country with which Hungary has entered into a convention on the avoidance of double taxation, I hereby submit a declaration on the effective presence of the organisation in the country concerned, as follows:

Fiscal year	Name and registered office of the business entity	Share of the collective revenues of the foreign company and its related undertakings based in the country concerned, generated by production, processing, agricultural, service, investment and commercial activities using their own assets and employees employed under a proper employment contract, compared to the total revenue

**II/4 the conditions under Sections II/1, II/2 and II/3 are met with regard to any legal entity or unincorporated business entity that directly or indirectly holds more than 25% of ownership, influence or voting rights in the business entity I represent.**

Name and registered address of the legal entity or unincorporated business entity that directly or indirectly holds more than 25 % of ownership, influence or voting rights in the business entity I represent *(In this section, please submit your declaration on the owners of the business entity, other than natural persons. The declaration shall cover all entities holding, directly or indirectly, more than 25% of ownership, voting rights or influence, regardless of the level of the ownership hierarchy.)*

1. ....
2. ....

3. ....

Declaration on the transparency of the legal entities or unincorporated business entities holding, directly or indirectly, more than 25 % of ownership, influence or voting rights in the business entity I represent

**II/4.1** The **beneficial owners** of legal entities or unincorporated business entities that directly or indirectly hold more than 25 % of ownership, influence or voting rights in the business entity I represent (*where several business entities are concerned, please complete this section for each entity*):

Declaration on the beneficial owners:

Name	Place and date of birth	Mother's name	Share of ownership	Share of influence and voting rights

**II/4.2** The **tax residence** of the legal entities or unincorporated business entities that directly or indirectly hold more than 25 % of ownership, influence or voting rights in the business entity I represent (*where several business entities are concerned, please specify the tax residence for each entity*):

- **is a Member State of the European Union:**
  - **Hungary**
  - **other: ....., or**
- **a State Party to the Agreement on the European Economic Area: ....., or**
- **a Member State of the Organisation for Economic Cooperation and Development: ....., or**
- **a State with which Hungary has entered into a bilateral convention for the avoidance of double taxation: .....**

*(Please underline as appropriate; please indicate the country if other than Hungary)*

**II/4.3** The **classification as controlled foreign companies** of the legal entities or unincorporated business entities that directly or indirectly hold more than 25 % of ownership, influence or voting rights in the business entity I represent (*where several business entities are concerned, please specify for each entity*):

It is resident in Hungary and, therefore, it does not qualify as a controlled foreign company.

*or*

It is not resident in Hungary. *(Please underline as appropriate. If the legal entity or unincorporated business entity holding, directly or indirectly, more than 25% of ownership, influence or voting rights in the organisation represented by the declarant is not resident in Hungary, the question arises whether it qualifies as a controlled foreign company; therefore, the following section related to classification as a controlled foreign company must be completed.*

Taking into account the conditions set out in Section 4(11) of Act LXXXI of 1996 on corporate tax and dividend tax, the legal entity or unincorporated business entity that directly or indirectly holds more than 25% of ownership, influence or voting rights in the business entity I represent

does not qualify as a controlled foreign company under the Act on corporate tax and dividend tax

*or*

qualifies as a controlled foreign company under the Act on corporate tax and dividend tax. *(Please underline as appropriate.)*

If the legal entity or unincorporated business entity holding, directly or indirectly, more than 25% of ownership, influence or voting rights in the business organisation I represent is a foreign person and/or non-resident according to the place of its management (hereinafter collectively referred to as a 'foreign company'), yet it has its principal place of business and is resident in a Member State of the European Union, a Member State of the OECD or in a country with which Hungary has entered into a convention on the avoidance of double taxation, I hereby submit a declaration on the effective presence of the organisation in the country concerned, as follows:

Fiscal year	The legal entity or unincorporated business entity holding, directly or indirectly, more than 25% of ownership, influence or voting rights in the business entity I represent	Share of the collective revenues of the foreign company and its related undertakings based in the country concerned, generated by production, processing, agricultural, service, investment and commercial activities using their own assets and employees employed under a proper employment contract, compared to total revenue

### III.

#### **NON-GOVERNMENTAL ORGANISATIONS AND WATER MANAGEMENT PARTNERSHIPS**

The organisation I represent *(please underline as appropriate)* is

- a non-governmental organisation, *or*

- a water management partnership

a water management partnership **qualifying as a transparent organisation, i.e. according to Section 3(1)(1)(c) of the Nvt.**

**III/1 the senior officers of the organisation I represent can be identified.**

the senior officers of the organisation I represent:

Senior officer	Place and date of birth	Mother's name

**III/2 the organisation I represent and its officers do not hold a business share of more than 25% in any non-transparent organisation,**

The organisation I represent and its senior officers under (ca) above hold a business share of more than 25% in the following organisation(s):

Senior officer	Name of organisation	Tax number	Business share

**The organisation(s) is/are transparent since:**

- **III./2.1** their ownership structure and their **beneficial owners** as defined in the Act on the prevention and combating of money laundering and the financing of terrorist activities can be identified, with regard to which I declare the following (*where several business entities are concerned, please complete this section for each entity*):

Declaration on the beneficial owners:

Name	Place and date of birth	Mother's name	Share of ownership	Share of influence and voting rights

- **III/2.2** The **tax residence** of such organisation(s) (*where several business entities are concerned, please specify the tax residence for each entity*):

- a Member State of the European Union:
  - o Hungary
  - o other: ....., or

- a State Party to the Agreement on the European Economic Area: ....., *or*
  - a Member State of the Organisation for Economic Cooperation and Development: ....., *or*
  - a State with which Hungary has entered into a bilateral convention for the avoidance of double taxation: .....  
(*please underline as appropriate; please indicate the country if other than Hungary*)
- **III/2.3** The classification of such organisation(s) as a **controlled foreign company** ((*where several business entities are concerned, please specify for each entity*):

It is resident in Hungary and, therefore, it does not qualify as a controlled foreign company.

*or*

It is not resident in Hungary. (*Please underline as appropriate. If the organisation is not resident in Hungary, the question arises whether it qualifies as a controlled foreign company; therefore, the following section related to classification as a controlled foreign company must be completed.*)

Taking into account the conditions set out in Section 4(11) of Act LXXXI of 1996 on corporate tax and dividend tax, the organisation

does not qualify as a controlled foreign company under the Act on corporate tax and dividend tax

*or*

qualifies as a controlled foreign company under the Act on corporate tax and dividend tax. (*Please underline as appropriate.*)

If the organisation is a foreign person and/or non-resident according to the place of its management (hereinafter collectively referred to as a 'foreign company'), yet it has its principal place of business and is resident in a Member State of the European Union, a Member State of the OECD or in a country with which Hungary has entered into a convention on the avoidance of double taxation, I hereby submit a declaration on the effective presence of the organisation in the country concerned, as follows:

Fiscal year	Name of organisation	Share of the collective revenues of the foreign company and its related undertakings based in the country concerned, generated by production, processing, agricultural, service, investment and commercial activities using their own assets and employees employed under a proper employment contract, compared to total revenue

- **III/2.4 The legal entity or unincorporated business entity holding, directly or indirectly, more than 25 % of ownership, influence or voting rights in the organisation** (i.e. in the organisation in which the organisation I represent and its senior officers hold a business share of more than 25%) **is transparent**, i.e.:

Declaration on the transparency of organisations holding, directly or indirectly, more than 25% of ownership, influence or voting rights in a business entity in which the non-governmental organisation, water management partnership or their senior officers hold a business share of more than 25%:

Name of business entity	Tax number	Business share expressed in %	Tax residence	Beneficial owner(s)	Place and date of birth, mother's name

Fiscal year	Name and registered office of the business entity	Share of the collective revenues of the foreign company and its related undertakings based in the country concerned, generated by production, processing, agricultural, service, investment and commercial activities using their own assets and employees employed under a proper employment contract, compared to total revenue

**III/3 the State in which the organisation I represent has its principal place of business:**

- **a Member State of the European Union:**
  - o **Hungary**
  - o **other: ....., or**
- **a State Party to the Agreement on the European Economic Area: ....., or**

- a Member State of the Organisation for Economic Cooperation and Development: ..... *or*
  - a Member State or a State with which Hungary has entered into a bilateral convention for the avoidance of double taxation: .....
- (Please underline as appropriate; please indicate the country if other than Hungary.)*

**I hereby declare that, based on the deed of foundation (instrument of incorporation) of the organisation I represent or a document certifying its registration under specific legislation, I am authorised to represent (and sign on behalf of) the organisation.**

Date: .....

..... (authorised signature)

..... (name)

..... (company name)

## **Schedule 13**

### **Declaration on good reputation**

I, the undersigned ..... (name and position),

representing .....(name)  
..... (registered office),

qualifying in the Hungarian toll collection system as a as a Toll Declaration Operator, hereby declare that

Our Company complies with all ‘good reputation requirements’ imposed on Toll Declaration Operators by Gov. Decree No. 209/2013. (VI. 18.) implementing Act LXVII of 2013 on the distance-based electronic toll for the use of motorways, expressways and main roads. It is hereby declared that no grounds exist vis-à-vis any of our senior officers that would rule out personal reliability under the Gov. Decree referred to above.

Our Company has not acted in any manner that would materially infringe upon the requirement of equal treatment under a binding decision of the Authority for Equal Treatment, no fine has been imposed on our Company by any foreign authority for similar infringements and our Company has not acted in violation of the provisions of the Geneva Convention C138 concerning ‘Minimum Age for Admission to Employment’.

Date: .....

..... (authorised signature)

..... (name)

..... (company name)

## **Schedule 14**

### **Declaration on compliance with the technical conditions of accession**

I, the undersigned .....(Name), as the managing director with signature rights of .....(Company name) (number in the Commercial Register: ..... tax number: ..... registered address: .....), hereby declare that, in accordance with the terms and conditions set out in the specific contract entered into with the NTPS, our Company:

- is in possession of a Processing System required in order to carry out the task; in particular, it is capable of retrieving and processing data from the on-board units at a level of reliability corresponding to the expected Service Level and, based on such data, of passing on the required data through the Interface in accordance with the terms of the Contract. Therefore, it complies with the conditions according to the technical specification under Schedule 1, which are required for the transmission of data;
- it is in possession of a third-party liability insurance under Section 7.3 of the GTC;
- it is in possession of the conditions required in order to comply with the customer-obligations set out in the Contract and by the law in accordance with the technical specifications under Section 5 of Schedule 1, including, in particular, properly established processes, IT equipment and human resources, systems required in order to fulfil customer service and information-related obligations, including a call centre of an appropriate capacity;
- it has a GIS expert, a call centre, an infrastructure and an interface suitable for correspondence with customers, and is capable of verifying the section, session and skipping matching algorithm and of providing billing information.
- it complies with all other technical specifications set out in Section 5 of Schedule 1;
- it meets the conditions laid down in the Toll Act Implementing Decree;

In the name of ....., I hereby acknowledge that, if any statement in the above declaration is proven untrue, the NTPS may refuse to grant the accession licence and/or terminate the specific contract with immediate effect.

Date: .....

..... (authorised signature)

..... (name)

..... (company name)

**Schedule 15**  
**Declaration on the suitability of the Call Centre and the customer  
correspondence system**

I, the undersigned .....(Name), as a senior officer with signature rights of ..... (Company name) (number in the Commercial Register: ..... tax number: ..... registered address: ..... ) (hereinafter: Toll Declaration Operator), hereby declare that the Toll Declaration Operator meets the conditions required for complying with the obligations set out in the specific contract entered into between the NTPS and the Toll Declaration Operator on the reporting of data, including, in particular, properly established processes, IT equipment and human resources, systems required in order to fulfil customer service and information-related obligations, including a call centre of appropriate capacity.

Date: .....

..... (authorised signature)

..... (name)

..... (company name)

## **Schedule 16 Accession Licence**

**to accede, as a toll declaration operator,  
to the distance-based electronic toll system  
to be implemented in Hungary**

File no.: .....

.....(company  
name)

.....(address)

(hereinafter: Toll Declaration Operator)

**Dear Sirs,**

By issuing this Accession Licence, the National Toll Service Payment Services Plc. ('NTPS'), as the bound toll service provider, authorises the Toll Declaration Operator to accede, as a toll declaration operator, to the distance-based electronic toll system operating in Hungary in accordance with the provisions of Act LXVII of 2013 on the distance-based electronic toll for the use of motorways, expressways and main roads. On the basis of this Accession Licence, the NTPS authorises the Toll Declaration Operator to carry out data services on behalf of toll payers having entered into a contract with the Toll Declaration Operator and the NTPS on the basis of the legislation applicable to toll declaration operators, the document entitled 'General Terms and Conditions of Individual Agreements on the reporting of data by Toll Declaration Operators' and the individual agreement concluded, as follows:

**Specific identifier of the Toll Declaration Operator:** ..... (code)

This Accession Licence has been issued with regard to the fact that the accession audit required in order to operate as a toll declaration operator has been successfully concluded. The issue of this Accession Licence shall in no way restrict the liability regarding the operation of the Toll Declaration Operator and shall not imply that the NTPS has assumed the Toll Declaration Operator's liability for the reporting of data.

Date: .....

Yours sincerely,

.....  
National Toll Payment Services Plc.

## Schedule 17

### Malfunction reporting

Name of Toll Declaration Operator: (company name)		
Two-digit identifier of Toll Declaration Operator: (identifier provided by NTPS)		
Time of malfunction detection: (Time of detection by TDO)		
Date and time of the malfunction's occurrence: (if different from detection and can be ascertained)		
Expected date and time of resolution: (if a planned shutdown)		
Extent of malfunction, based on the number of On-Board Units affected: (underline as appropriate)	total	partial
Number of vehicles affected: (no. of vehic.)		
Under the Toll Declaration Operator's control: (underline as appropriate)	malfunction under the Toll Declaration Operator's control	malfunction not under the Toll Declaration Operator's control
Type of malfunction, as per GTC: (underline as appropriate)	data delay	data loss
Detailed description of malfunction: (cause of malfunction, reason for responsibility, etc.)		