

document revision:	4.0
date:	7 October 2021

1	General information																		
1.1	Purpose and scope of this document	<p>The EETS Domain statement pertains to aspects related to the European Electronic Toll Service (EETS) as part of the electronic toll collection system, operating on the concession section of the A4 Katowice - Kraków motorway. This document is addressed to the EETS Providers and contains:</p> <ul style="list-style-type: none">Procedural conditions (including but not limited to toll transaction policy, toll data, required performance level, payment terms and conditions, commercial conditions);EETS Provider accreditation (including but not limited to steps in the EETS Provider accreditation procedure, technical requirements, procedure for assessing compliance with specifications and suitability for use of the Interoperability Constituents). <p>The requirements for EETS Providers presented in this document are non-discriminatory (they apply to all EETS Providers).</p>																	
1.2	Definitions and abbreviations	<table><tr><th colspan="2">Definitions</th></tr><tr><td>White List</td><td>A list of vehicle plate numbers of EETS Users authorised to travel through the EETS-SAM Domain, submitted by the EETS Supplier to the Toll Charger, as often as defined in the EETS Contract. The White Lists are used during toll collection using ANPR technology.</td></tr><tr><td>Black List</td><td>A list of OBUs that do not authorise EETS Users to travel through the EETS-SAM Domain. The Black List is submitted by the EETS Supplier to the Toll Charger, as often as defined in the EETS Contract. The Black Lists are used during toll collection using DSRC technology.</td></tr><tr><td>EETS Provider (EP)</td><td>A legal entity fulfilling the requirements contained in Article 2 of [ERW], being registered in the Member State where it was established, which grants access to the EETS to the EETS User and pays tolls to the Toll Charger.</td></tr><tr><td>Correction</td><td>Correction of a Registration by a Toll Charger either by deleting it or changing its details. A term used for settlements using the ANPR technology.</td></tr><tr><td>EETS Domain, EETS-SAM Domain</td><td>A system of roads within the territory of a European Union Member State where the Toll Charger charges tolls by means of an electronic toll collection system subject to the provisions of [DIR]. <i>Specifically in this document: the EETS Domain is the EETS-SAM domain.</i></td></tr><tr><td>Operator</td><td>An entity with which SAM has concluded a contract pursuant to which the former renders services to SAM, consisting of operation and maintenance of the motorway toll section, including toll collection on behalf and in favour of SAM.</td></tr><tr><td>Electronic Toll</td><td>Payment in electronic form using the on-board unit (OBU) or using the automatic plate number recognition (ANPR).</td></tr></table>		Definitions		White List	A list of vehicle plate numbers of EETS Users authorised to travel through the EETS-SAM Domain, submitted by the EETS Supplier to the Toll Charger, as often as defined in the EETS Contract. The White Lists are used during toll collection using ANPR technology.	Black List	A list of OBUs that do not authorise EETS Users to travel through the EETS-SAM Domain. The Black List is submitted by the EETS Supplier to the Toll Charger, as often as defined in the EETS Contract. The Black Lists are used during toll collection using DSRC technology.	EETS Provider (EP)	A legal entity fulfilling the requirements contained in Article 2 of [ERW], being registered in the Member State where it was established, which grants access to the EETS to the EETS User and pays tolls to the Toll Charger.	Correction	Correction of a Registration by a Toll Charger either by deleting it or changing its details. A term used for settlements using the ANPR technology.	EETS Domain, EETS-SAM Domain	A system of roads within the territory of a European Union Member State where the Toll Charger charges tolls by means of an electronic toll collection system subject to the provisions of [DIR]. <i>Specifically in this document: the EETS Domain is the EETS-SAM domain.</i>	Operator	An entity with which SAM has concluded a contract pursuant to which the former renders services to SAM, consisting of operation and maintenance of the motorway toll section, including toll collection on behalf and in favour of SAM.	Electronic Toll	Payment in electronic form using the on-board unit (OBU) or using the automatic plate number recognition (ANPR).
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		Toll Charger (TC)	<p>A public or a private entity levying tolls for the circulation of vehicles within the EETS Domain.</p> <p><i>Under the EETS-SAM Domain in question, Autostrada Malopolska S.A. (SAM), which cooperates with the Operator (Via4 S.A.), acting on behalf of SAM is the Toll Charger.</i></p>
		Suitability for use	Interoperability of the service – capability of the Interoperability Constituents of being used. Accreditation Tests are performed to assess this parameter.
		Registration	<p>A term used in the tolling process for both ANPR and DSRC technologies. It is defined as the registration in the tolling system that an EETS User travelled through the EETS-SAM Domain in accordance with the categorization then used by TC and after checking whether:</p> <ul style="list-style-type: none"> a) In case of ANPR – the EETS User's vehicle plate number is on the White List applicable at the time; b) In case of DSRC – OBU complies with the parameters specified in the AIT (Accepted Issuer Table) file provided by EP to TC and at the same time it is not included in the Black List applicable at the time.
		Interoperability Constituents	Any elementary component, group of components, subassembly or complete assembly of equipment incorporated or intended to be incorporated into the EETS system, upon which the interoperability of the service depends directly or indirectly, including both tangible and intangible objects such as software. They must meet the [ERD] requirements.
		Accreditation Tests	Tests performed in order to assess the Suitability for use of the Interoperability Constituents of an EETS Provider.
		Suitability tests	A comprehensive set of Accreditation Tests.
		EETS Contract	A contract for provision of European Electronic Toll Services concluded by and between the EETS Provider and the Toll Charger.
		On-Board Unit / OBU / OBE	A complete set of equipment and software required to render EETS, installed in a vehicle in order to acquire, store, process and remotely receive/transfer data.
		EETS	A service enabling the use of roads in the European Union Member States, the use of which is subject to tolls charged by means of an electronic toll collection system, and the performance of the obligation to pay the tolls within EETS Domains under a contract concluded between the EETS User and the EETS Provider.
		EETS User	<p>An entity (physical or legal person) concluding a contract with the EETS Provider in order to be provided access to EETS.</p> <p><i>Specifically in this document:</i> <i>an EETS User is an entity obliged to settle payments for passage within the EETS-SAM Domain, having previously concluded a contract for the EETS provision with the EETS Provider.</i></p>




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		Abbreviations	
		ANPR	Automatic Number Plate Recognition
		DSRC	Dedicated Short-Range Communications
		EETS	European Electronic Toll Service
		EP	EETS Provider
		ETC	Electronic Toll Collection
		ISO	International Organization for Standardization
		KPI	Key Performance Indicators
		OBU	On-Board Unit; <i>OBU and OBE are synonyms</i>
		OBE	On-Board Equipment; <i>OBU and OBE are synonyms</i>
		PAN	Personal Account Number
		RSE	Roadside Equipment
		SAM	Stalexport Autostrada Małopolska S.A.
		TC	Toll Charger
1.3	Document reference list		
		Document ID	Document name
		[DIR]	Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union
		[ERD]	Commission Delegated Regulation (EU) 2020/203 of 28 November 2019 on classification of vehicles, obligations of European Electronic Toll Service users, requirements for interoperability constituents and minimum eligibility criteria for notified bodies
		[ERW]	Commission Implementing Regulation (EU) 2020/204 of 28 November 2019 on detailed obligations of European Electronic Toll Service providers, minimum content of the European Electronic Toll Service domain statement, electronic interfaces, requirements for interoperability constituents and repealing Decision 2009/750/EC
		[DMP]	Decision No 768/2008/EC of the European Parliament and of the Council of 9 July 2008 on a common framework for the marketing of products, and repealing Council Decision 93/465/EEC
		[IAP]	European standard EN 15509 “Electronic fee collection - Interoperability application profile for DSRC”
		[PRD]	The Act of 20 June 1997 – Road Traffic Law (Dz. U. [Journal of Laws] of 2021, item 450, as amended)
		[ROA]	Regulation of the Minister of Infrastructure of 29 April 2004 on Motorway Tolls (Dz.U. [Journal of Laws] of 2004, No. 102, item 1075)






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1.4	List of documents shared with EETS Providers	<table><tr><th>Document name</th><th>Released</th></tr><tr><td>EETS domain statement including annexes</td><td>At SAM’s website: https://www.autostrada-a4.com.pl/en/about-us/eets</td></tr><tr><td>Detailed Technical Requirements</td><td>After the NDA is signed</td></tr></table>	Document name	Released	EETS domain statement including annexes	At SAM’s website: https://www.autostrada-a4.com.pl/en/about-us/eets	Detailed Technical Requirements	After the NDA is signed		
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		Annex B	Bank guarantee template							
Annex C	Technical Requirements									
2	Toll Charger									
2.1	Identification of the Toll Charger	Stalexport Autostrada Małopolska S.A. (SAM) ul. Piaskowa 20 41-404 Mysłowice KRS 26895 NIP 634 22 62 054 Regon number: 273796214								
2.2	Contact data of the Toll Charger	Correspondence address: Stalexport Autostrada Małopolska S.A. ul. Piaskowa 20 41-404 Mysłowice Phone: +48 32 7627555 E-mail: a4@autostrada-a4.com.pl www: autostrada-a4.com.pl/en								
3	Procedural conditions									
3.1	General information	<p>In order to start providing the EETS at the EETS-SAM Domain, the EETS Provider must successfully complete the EETS Provider accreditation process (as described in detail in section “EETS Provider Accreditation Steps”), which consists of the following steps:</p> <ul style="list-style-type: none">• To submit an application for EETS Provision at the EETS-SAM Domain;• To conclude the Non-Disclosure Agreement;• To conclude the EETS Contract;• To present the bank guarantee in order to secure the receivables. <p>In addition, an EETS Provider provides SAM with details of the commercial concept for the provision of the EETS, which must cover the following areas:</p> <ol style="list-style-type: none">1) An estimated number of contracts with EETS Users;2) An estimate of the average tolls per contract;								

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		<p>3) Information on the expected average monthly tolls billed by the EETS Provider.</p> <p>The EETS Provider selects the technology under which tolling will be performed in the EETS application.</p> <p>1) Automatic Number Plate Recognition (ANPR) – requires the EP to provide the TC with a list of EETS Users’ licence plate numbers (White List). The EETS-SAM tolling system supports the number plates of all European Union countries and Ukraine;</p> <p>2) Dedicated Short Range Communications (DSRC) – based on the [IAP]. It requires the use of On-Board Units (OBUs) by EETS Users.</p>				
3.2	Toll transaction policy	<p>The transaction policy is implemented according to the communication model between TC and EP as described in section “EETS Provider Accreditation Steps” under: Technical Requirements for EETS Providers – Communication between Toll Charger (TC) and EETS Provider (EP).</p> <p>The transaction policy varies according to the technology selected. A detailed specification for the communication of toll data (including but not limited to White List and Black List) and authorisation parameters are included in the Technical Requirements document.</p>				
3.3	Toll Context Data – general information	<p>The toll collection system in force at the A4 Katowice-Kraków concession motorway section is an open system. The above-mentioned rates are collected at each Toll Collection Plaza (TCP), i.e. in Brzęczkowice/Mysłowice and in Balice, and reflect half of the toll for the whole A4 Katowice-Kraków section.</p> <p>Methods of payment at the Toll Collection Plazas in Brzęczkowice/Mysłowice and in Balice:</p> <ul style="list-style-type: none">• Cash: PLN, EURO, USD (EURO and USD – only banknotes, change is given in PLN);• Bank cards;• Fleet cards and fuel cards;• Subscription cards;• Electronic payments (based on DSRC and ANPR). <p>Detailed information on methods of payment are given on the website of Stalexport Autostrada Małopolska S.A., at: https://www.autostrada-a4.com.pl/en/tolls/tolls-and-methods-of-payment</p> <p>All vehicles are liable to toll, except for emergency vehicles taking part in activities related to saving human life, health or property, or to the necessity of assuring safety or public order, i.e. priority vehicles performing the tasks specified in Article 53(2)(1)(a) of [PRD].</p> <p>The categorisation of vehicles is made pursuant to the legal provisions on detailed rules for determining and collecting motorway tolls pursuant to [ROA], as laid down below:</p> <table><tr><th>Category</th><th>Vehicles</th></tr><tr><td>1</td><td>Motorcycles and 2-axle motor vehicles </td></tr></table>	Category	Vehicles	1	Motorcycles and 2-axle motor vehicles 
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1	Motorcycles and 2-axle motor vehicles 					

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		2	2-axle motor vehicles with at least one axle equipped with twinned wheels as well as 2-axle motor vehicles with trailers 
		3	3-axle motor vehicles and 2-axle motor vehicles with at least one axle equipped with twinned wheels with trailers 
		4	Motor vehicles with more than 3 axles and 3-axle motor vehicles with trailers as well as motor vehicles with more than 3 axles with trailers 
		5	Vehicles which do not fall within categories 1–4 and vehicles whose dimensions, axle load or weight exceed the standards stipulated by the traffic regulations 
		Category 1 above has been divided as follows:	
		1M	 Motorcycles
		The following parameters are taken into consideration when determining the category of a vehicle: <ul style="list-style-type: none"> • Number of axles; • Presence of a trailer; • Presence of twinned wheels. 	
3.4	Toll Context Data – toll rate	The toll rate depends on: <ul style="list-style-type: none"> • Vehicle category, • Payment method. The toll rates are given on the website of Stalexport Autostrada Małopolska S.A., at: https://www.autostrada-a4.com.pl/en/tolls/tolls-and-methods-of-payment	
3.5	Required performance level	The KPIs listed in the EETS Contract will be used to monitor performance of services. If the value of any of the indicators does not reach or exceeds the value defined in the EETS Contract, this results in a breach of this Contract with the consequences described therein. <p>The following indicators will be used to monitor the quality of service provided:</p>	

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		<ul style="list-style-type: none"> • DSRC OBE Error Rate – this indicator is intended to control the quality of OBEs delivered by EP to EETS Users, in particular the capability of OBEs to communicate correctly with the RSE and to complete transactions. It is calculated based on the ratio of correctly recorded transactions and total number of transactions. The aim is to achieve a rate greater than 99.2%. • OBE Personalisation Quality – this indicator is intended to control the quality of OBE personalisation/configuration performed by EP, in particular to control whether data used to calculate the toll (such as data contained in HGV files) is correct. This indicator is measured randomly by identifying the following parameters (throughout a month): <ul style="list-style-type: none"> ○ A number of erroneously personalized OBEs; ○ A number of HGV file entries with incorrect content; ○ A number of vehicles with incorrect OBEs. The aim is to achieve a rate lower than 1%. <p>Technical Requirements describe in detail the KPIs and the format (specification) of data to be provided, along with how often and how to provide them.</p>
3.6	Invoicing conditions and terms and conditions of payment	<p>Data must be exchanged by TC and EP in line with the Technical Requirements in order for them to settle passages of EETS Users using Electronic Tolls at the EETS Domain. TC draws up statements of passages made using Electronic Tolls at the EETS Domain within the given accounting period.</p> <p>The EETS Contract assumes settlements in chain transaction model (reselling model) between the Toll Charger, the EETS Provider and the EETS User. Within the time limits set forth in the EETS Contract, after each accounting period lapses, where a single accounting period is understood as a period from the 1st until the 15th day of each calendar month, or from the 16th until the last day of each calendar month, the Toll Charger issues a collective VAT invoice for the EETS Provider. Such invoice will indicate the net amount due, the VAT amount due and the gross amount being a sum of the amounts due for the passages made using the EETS OBU at the toll domain within the given accounting period, reduced by the discount granted to the EETS Provider defined in the EETS Contract. Settlements between the EETS Provider and the EETS User are subject to separate contractual arrangements between those entities.</p> <p>The VAT invoice shall be payable by the EETS Provider to the Toll Charger by bank transfer, within the time limits set forth in the EETS Contract. Should any payment be delayed and exceeded the aforementioned time limit, the Toll Charger will be entitled to charge statutory interest for each day of delay. In the event that the amount due under the given VAT invoice is not successfully transferred within the time limits set forth in the EETS Contract, the Toll Charger will be entitled to terminate the EETS Contract as laid down therein, while the outstanding amounts due to the latter will be recovered from the bank guarantee established for the Electronic Tolls collected at the EETS Domain.</p>
3.7	Guarantee of the Electronic Toll Charges due at an EETS Domain	<p>In order to secure the Toll Charger's liabilities related to the Electronic Tolls charged at the EETS Domain under the EETS Contract, the EETS Provider will provide the Toll Charger with an irrevocable, unconditional bank guarantee payable upon the first request (according to the template provided for in Annex B), binding for 12 months as of the first day of the month following the one in which the EETS Contract is signed. The EETS Provider ensures that the bank guarantee is maintained throughout the entire effective period of the EETS Contract and that each time it is issued by a bank with the required long-term rating. The required long-term rating is understood as one which is not inferior than any of the following:</p> <ul style="list-style-type: none"> - Baa3 rating assigned by Moody's; - BBB - assigned by Standard & Poors; - BBB - assigned by Fitch. <p>The amount of the guarantee effective in the initial 12-month period will be established by reference to the projected average monthly amount due to the Toll Charger, payable by the EETS Provider against the given toll domain, determined based on the projected mean monthly number of passages through the domain using the EETS OBU (on-board unit) and the rates applicable to a single passage. The amount of the guarantee covering the second and subsequent 12-month effective periods of the guarantee should secure the payments due to the Toll Charger under the EETS Contract</p>

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		for 2 accounting periods, where a single accounting period is understood as a period from the 1st until the 15th day of each calendar month, or from the 16th until the last day of each calendar month. In order to establish the amount of every subsequent guarantee, the Toll Charger will calculate an average monthly amount based on the total gross value of invoices in the previous year. The guarantee for the subsequent 12-month period will be submitted to the Toll Charger not later than a month before the lapse of the guarantee being currently effective.
3.8	Commercial conditions – Charges resulting from Accreditation Tests	The EETS Contract will provide for an upfront fee related to the costs of the EETS Provider's Accreditation Tests. In such case the EETS Provider will compensate the Toll Charger for the costs incurred under the conditions laid down in the EETS Contract.
3.9	Commercial conditions – remuneration of the EETS Provider	Remuneration of the EETS Provider is variable and depends on the total amount of Electronic Tolls collected by the EETS Provider. The Toll Charger will grant a discount to the EETS Provider, as defined in the EETS Contract. The discount mechanism is further described in "Invoicing conditions and terms and conditions of payment" above.
3.10	Competent Conciliation Body	A reference to the competent Conciliation Body can be found on the website of the Ministry of Infrastructure: https://www.gov.pl/web/infrastruktura/krajowy-elektroniczny-rejestr-obszarow-eets-i-dostawcow-eets The function of the Conciliation Body is to facilitate mediation between the EETS Provider and the Toll Charger in case of possible disputes, in particular regarding the remuneration of the EETS Provider.
4	EETS Provider accreditation	
4.1	EETS Provider accreditation procedure	<p>The accreditation procedure of EETS Providers consists of the following steps:</p> <ol style="list-style-type: none"> 1) To submit an application for EETS Provision at the EETS-SAM Domain (as laid down in Annex A); 2) To successfully verify an application for EETS Provision at the EETS-SAM Domain; 3) To sign the non-disclosure agreement by EP and TC; 4) EP presenting data specified in point 3.1. of this document; 5) To submit detailed technical requirements (which include but are not limited to specifications with a detailed description of the messages parameters and a detailed files specifications); 6) To confirm that the technical requirements (including the detailed technical requirements) submitted by SAM are met; 7) To sign the EETS Contract; 8) To participate in the Accreditation Tests and to obtain a positive result thereof (Suitability for Use is confirmed); 9) To accept the bank guarantee presented to secure the receivables; 10) To confirm readiness to begin EETS provision. <p>If accreditation tests are failed, EP may:</p> <ol style="list-style-type: none"> 1) Re-perform the accreditation tests in whole or in part; 2) Suspend or cancel the ongoing accreditation procedure. <p>The accreditation procedure takes approximately 6 months (excluding time for negotiation of contractual terms).</p>
4.2	Technical requirements for EETS Suppliers – General information	<p>EP selects the technology (DSRC or ANPR) under which tolling will be performed in the EETS application.</p> <p>Technical requirements vary according to the technology selected:</p>

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		<p>1) In case of ANPR, the EETS User may travel through the EETS-SAM Domain after registration in the tolling system in accordance with the categorization used at the time by TC and after checking whether the EETS User's vehicle plate number is on the White List applicable at the time (Registration). Communication between TC and EP will take place via a REST API interface and will be secured via a VPN tunnel. Two environments will be launched, i.e. a test and production environment.</p> <p>2) If DSRC technology is selected, EETS Users must be equipped with EETS On-Board Units (OBUs) that must comply with the [IAP] requirements. Furthermore, a human-device interface should be provided, signalling to the EETS User that:</p> <ul style="list-style-type: none"> a) OBU is functioning correctly/incorrectly; b) OBU battery is charged/discharged. <p>OBU must operate in single- and multi-band smooth traffic environments with overlapping communication zones of transceivers operated on different channels. OBU must be configured (personalised) according to the parameters laid down in the Technical Requirements. The EETS User may travel through the EETS-SAM Domain after registration of their OBU in the tolling system in accordance with the categorization then used by TC and after checking whether:</p> <ul style="list-style-type: none"> a) OBU complies with the parameters specified in the AIT (Accepted Issuer Table) file provided by EP to TC; b) OBU is not on the Black List applicable at the time; <p>(collectively as Registration). TC and EP exchange data using the SFTP transfer.</p>
4.3	Technical Requirements for EETS Providers – Communication between Toll Charger (TC) and EETS Provider (EP)	<p>Communication between TC and EP is automatic. It may be agreed to manually enter data in order to supplement automatic procedures. The communication model varies according to the technology selected:</p> <p>1) ANPR (see Technical Requirements for a detailed description of communication, including but not limited to data exchange procedures, content and security mechanisms):</p> <ul style="list-style-type: none"> a) EP submits plate numbers of the EETS Users to TC once a day as a White List; b) EP may at any time send an update of the White List applicable at given day that may consist in a plate number of an EETS User being added or deleted from the List; c) TC performs the Registration, which determines the toll amount due by the EETS User (vehicles are categorised by TC). TC provides EP with information about each Registration; d) TC may correct Registration by deleting or revising data (Correction); e) TC generates the list of Registrations and Corrections from the previous day (Daily Report), which is sent to EP; f) Based on the data provided, EP charges EETS Users for using the EETS-SAM Domain; g) If any irregularities are found in data provided, the procedures set out in the EETS Contract are applied to clarify them; h) VAT invoices for EP, including the tolls due from EETS Users for using the EETS-SAM Domains, will be issued by TC with payment terms and for the accounting periods defined in the EETS Contract. <p>2) DSRC (see Technical Requirements for a detailed description of communication, including but not limited to data exchange procedures, content and security mechanisms):</p> <ul style="list-style-type: none"> a) EP provides TC with data enabling TC to correctly register OBUs for EETS Users – EFC context data; b) As frequently as specified in the EETS Contract, EP provides TC with user validity lists, including: <ul style="list-style-type: none"> • Lists of all OBUs that do not authorise to travel through the EETS-SAM Domain and for which TC should not charge the user (Black List); • Lists of OBUs that authorise to travel through the EETS-SAM Domain along with vehicle plate numbers (HGV lists). c) TC performs the Registration, which determines the toll amount due by the EETS User (vehicles are categorised by TC). As frequently as agreed in the EETS Contract, TC provides EP with the Registration list in a TIF (Transit Information File) file; d) Based on the data provided, EP charges EETS Users for using the EETS-SAM Domain;

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		<p>e) If any irregularities are found in data provided, the procedures set out in the EETS Contract are applied to clarify them;</p> <p>f) VAT invoices for EP, including the tolls due from EETS Users for using the EETS-SAM Domains, will be issued by TC with payment terms and for the accounting periods defined in the EETS Contract.</p> <p>Data exchange procedures are summarised in the Technical Requirements. Detailed technical requirements (which include but are not limited to specifications with a detailed description of the message parameters and a detailed file specification) will be provided after signing a non-disclosure agreement.</p>
4.4	Procedure for assessing compliance with specifications and suitability for use	<p>If DSRC is selected, the proof of compliance with the specifications of the Interoperability Constituents for the EETS Provider should be presented by EP as an “EC” declaration of compliance with the specifications as laid down in [DMP]. Only certified Interoperability Constituents will be accepted. By drawing up the “EC” declaration of conformity, the manufacturer assumes responsibility for the compliance with the specifications of the Interoperability Constituents.</p> <p>Accreditation Tests are performed in order to assess the Suitability for use of the Interoperability Constituents of an EETS Provider. Before performing the Accreditation Tests, EP should confirm that the technical requirements (including the detailed technical requirements) submitted by SAM are met.</p>
4.5	Accreditation Tests	<p>The Suitability for Use assessment procedure consists of a comprehensive Accreditation Test (hereinafter referred to as the Suitability Test).</p> <p>If DSRC is selected, the Suitability Test consists of 5 parts (with part A, B, C, D being mandatory and part E being optional – to be agreed by TC and EP):</p> <p>Part A – To demonstrate the correct interaction of all OBU types (as specified in the EETS Contract) under normal operational conditions. These tests will be performed in a production environment or in a test environment with characteristics equivalent to the one of a production environment. A two-stage approach is recommended: testing in a production environment takes place after successful completion of tests in a test environment.</p> <p>Part B – Back office compatibility test, the aim of which is to verify timely and error-free data exchange between EP and TC back offices. This test is performed by combining back office in a production environment or in a test environment with characteristics equivalent to the one of a production environment. A two-stage approach is recommended: testing in a production environment takes place after successful completion of tests in a test environment.</p> <p>Part C – End-to-end (E2E) test, the aim of which is to verify full compatibility of OBUs issued by EP (the part intended to work with the TC system), back office of EP and its processes with the TC tolling infrastructure. The test will be performed in a production environment, using real customer accounts and real OBUs.</p> <p>Part D – To demonstrate correct invoicing and operation of tools used to control billing between EP and TC.</p> <p>Part E – A pilot test with monitoring, over an agreed period, of a defined number of selected “cooperating” customers equipped with various types of OBUs provided by EP. The pilot test focuses on the entire functionality of interoperability constituents operating in the TC production environment. Requirements must be met in terms of compliance with agreed procedures and performance level.</p> <p>If ANPR is selected, the Suitability Test consists of 3 parts (with part A and B being mandatory and part C being optional – to be agreed by TC and EP):</p> <p>Part A: Tests to verify whether EP provides TC with the White List and updates it in a correct manner. An update may consist in a licence plate number of an EETS User’s vehicle being added or deleted. The tests consist of two stages: testing in a production</p>

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		<p>environment takes place after successful completion of tests in a test environment (with characteristics equivalent to the one of a production environment).</p> <p>Part B: Tests to verify whether TC provides EP with Registration, Corrections, Daily Report in a correct manner. The tests consist of two stages: testing in a production environment takes place after successful completion of tests in a test environment (with characteristics equivalent to the one of a production environment).</p> <p>Part C: A pilot test, with monitoring (over an agreed period) of a specified number of selected “cooperating” customers whose licence plate numbers are on the applicable White List. The pilot test focuses on the entire functionality of interoperability constituents operating in the TC production environment.</p> <p>The Suitability Test of both DSRC and ANPR will be performed once the following issues are determined:</p> <ol style="list-style-type: none"> 1) Detailed test procedures, which will be based on a set of generic test procedures developed by TC. 2) A detailed test schedule.
5	Additional information	
	<p>TC reserves the right to amend the requirements and conditions stated in this EETS domain statement at any time and without prior notice. In such case the amended EETS domain statement will be provided immediately.</p> <p>The terms and conditions will be set out in the EETS Contract.</p>	
6	Annex A – An application for EETS Provision at the EETS-SAM Domain	
	Full name, registered address, country of registration of the EETS Provider	
	Contact person of the EETS Provider (name, position, phone, e-mail)	
	Tolling technology selected (DSRC or ANPR)	
	List of annexes	
	Date, Signature	
	<p>The signed application together with its annexes must be sent in a paper version to the following address:</p> <p>Stalexport Autostrada Małopolska S.A. ul. Piaskowa 20 41-404 Mysłowice,</p>	

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	<p>or by e-mail at: a4@autostrada-a4.com.pl.</p> <p>The following documents must be appended to the application:</p> <ol style="list-style-type: none"> 1) Information from the National Court Register or, in case of entities registered outside Poland, information from a relevant commercial register kept in the country of establishment of the EETS Provider. Information must be issued no earlier than 6 months from the date of submission of the application to SAM. 2) Confirmation of registration as an EETS Provider (registration document/certificate). 3) Declaration of compliance with OBU specifications indicated in the application as an “EC” declaration. 4) A statement of the EETS Provider’s guarantor, confirming their willingness to provide the guarantee required under section 3.7 of the EETS domain statement.
7	<p style="text-align: center;">Annex B – Bank guarantee template</p> <p style="text-align: center;">BANK GUARANTEE</p> <p>For: Stalexport Autostrada Malopolska Spółka Akcyjna with its registered office in Mysłowice (41-404), address: ul. Piaskowa 20, entered in the Register of Entrepreneurs of the National Court Register held by the District Court Katowice-Wschód in Katowice, Commercial Department VIII of the National Court Register, under KRS number: 0000026895 (hereinafter referred to as the “Beneficiary”)</p> <p>From: [], with the registered office in [] (hereinafter referred to as the “Bank”)</p> <p>[], on []</p> <p style="text-align: right;">GUARANTEE No. []</p> <p>By order of []</p> <p style="text-align: center;">(“Ordering Party”)</p> <p>Dated []</p> <p>Value []</p> <p>Regarding Agreement between the Beneficiary and Ordering Party No. ____ dated ____ (the “Agreement”)</p> <p>According to the information received from the Ordering Party, the Ordering Party is obliged to submit to the Beneficiary a guarantee for securing the Beneficiary’s receivables specified in the Agreement.</p> <p>Acknowledging the aforementioned arrangements, acting on behalf of the Bank, we hereby grant this guarantee on request of the Ordering Party and we irrevocably and unconditionally undertake to pay the Beneficiary, without analysing the legal relations between the Beneficiary and the Ordering Party, the amounts in total value of PLN [] (say: []) upon the first written demand for payment by the Beneficiary, referring to the number of this guarantee, stating that the Ordering Party has failed in any way to meet its obligations under the Agreement.</p> <p>For identification purposes, the payment demand presented by the Beneficiary shall be submitted to the Bank in writing (registered mail or by courier) with the signatures of the persons authorised to represent the Beneficiary in accordance with an excerpt from the National Court Register applicable as on the date of the payment request. A valid excerpt from the Beneficiary’s National Court Register shall be attached to the payment request.</p> <p>Each payment demand issued by the Beneficiary under this Guarantee shall be accepted by the Bank as ultimate evidence that the amount requested is due to the Beneficiary under this Guarantee, notwithstanding any dispute between the Beneficiary and the Ordering Party.</p>

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	<p>The payment shall be made, regardless of any objections submitted by the Ordering Party, within 14 days from. the date of receipt by the Bank of the payment request in the form set out above.</p> <p>Each payment under the Guarantee shall reduce the amount guaranteed by the amount of the payment made.</p> <p>The Bank's liability resulting from this Guarantee shall not be affected by any arrangements or changes to the Ordering Party's commitments under the Agreement, or any negligence regarding payments, deadlines, performance or other commitments (regardless of whether such arrangements, changes or negligence occur with the knowledge or consent of the Bank or in their absence).</p> <p>This Guarantee shall be valid from [commencement date of the relevant 12-month period] until the final settlement of the Beneficiary's claims against the Ordering Party hereunder, but not later than the [calendar date], i.e. the date until which any payment demand must be received by us at the latest.</p> <p>The total amount of our liability under this Guarantee will be reduced by any payment effected thereunder.</p> <p>The rights under this Guarantee can be assigned to a third party, but only with the rights of the Beneficiary under the Agreement. The Bank should be notified in writing about the assignment of the rights under the Guarantee and the rights under the Agreement with the signatures of the persons authorised to represent the Beneficiary according to the valid excerpt from the National Court Register</p> <p>As soon as the original Guarantee is returned to the Bank or the Beneficiary releases the Bank in writing from all obligations under the Guarantee, even before its expiry date, the Bank's liability under the Guarantee shall cease. The Guarantee shall expire on the expiry date even if this document is not returned to the Bank.</p> <p>In the event of any dispute between the Beneficiary and the Ordering Party, funds due under this Guarantee shall not be deposited in the court deposit or any other institution, but shall be submitted directly to the Beneficiary.</p> <p>Assignment of receivables under the Guarantee does not require the Bank's consent, however it shall be effective against the Bank upon receipt of a written notice from the Beneficiary stating that it has been effected, together with the designation of the entity to which it has been effected. Persons authorised to represent the Beneficiary in accordance with an extract from the National Court Register valid as at the date of preparing the notice shall sign this notice. The transfer of receivables under the Guarantee shall be made only together with the transfer of receivables under the Agreement.</p> <p>This Guarantee shall be governed by the laws of Poland and shall be interpreted accordingly.</p>
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