EETS Toll Domain Statement for the Øresundsbro Consortium

Registered in the Swedish Toll system register 2019-03-08

Definitions and abbreviations:

The list below includes definitions and abbreviations used in this EETS Domain Statement for the Øresundsbro Consortium:

BlackList Exemption list including blocked OBEs
DSRC Dedicated Short Range Communication

EasyGo Service set-up by a joint venture of toll charges in the three Scandinavian countries and Austria currently using DSRC

EasyGo HUB The hub to which all EasyGo actors connect and which collects and distributes information between them

EETS European Electronic Toll Service
EETS Provider The Provider of EETS services
EETS User User of the European Toll Services

EFC Electronic Fee Collection

GNSS Global Navigation Satellite System

HGV Heavy Goods Vehicles
OBE On Board-Equipment

Toll Charger (TC)

The Øresundsbro Consortium owned jointly by Svedab AB and A/S Øresund, an entity in Denmark and Sweden responsible

for collection of tolls

White List List of the valid EETS Users of the EETS Provider

Article 19.1.a-1

1. General information

1.1 The Swedish Toll system register

Transportstyrelsen www.transportstyrelsen.se

1.2 This document

This document is intended solely for EETS Providers in the context of the EETS Decision of the European Commission 2009/750/EC. Fulfilment of the requirements listed below forms the basis for concluding a contract as an EETS Provider in the EETS domain of the Øresundsbro Consortium.

The Øresundsbro Consortium reserves the right to make changes to the requirements listed below at any time.

In the event of amendments to the statutory framework conditions for the toll or the rendering of the EETS, which underlie these provisions for the EETS domain, these provisions shall be adapted for the EETS domain accordingly.

2. Information about the Toll Charger

2.1 Identification of Toll Charger

The Øresundsbro Consortium owned jointly by Svedab AB and A/S Øresund

Org. nr. 946001-3387

2.2 Toll Charger contact information

The Øresundsbro Consortium Kalkbrottsgatan 141/Box 4278

203 14 Malmö, Sweden Phone: +46 40 676 60 00

E-mail: tollcharger@oresundsbron.com

www.oresundsbron.com

2.3 Toll Charger general information

The Øresund link between Copenhagen in Denmark and Malmö in Sweden is owned and operated by the Øresundsbro Consortium, which in turn is jointly owned with equal shares by A/S Øresund and Svensk-Danska Broförbindelsen(SVEDAB) AB.

The latter company is owned by Näringsdepartementet (the Swedish Ministry of Enterprise, Energy and Communications). A/S Øresund is wholly owned by Sund and Bælt Holding A/S, the shares of which are owned by the Danish State (the Ministry of Transport).

All obligations under loans by the Øresundsbro Consortium are jointly guaranteed by the Danish and Swedish states.

The Øresundsbro Consortium is a partner of EasyGo® which is a service set-up by a joint venture of Toll Chargers in the three Scandinavian countries and Austria using DSRC. EasyGo® makes it possible to use the same OBE as means of payment at all toll stations in Denmark, Norway, Sweden and Austria.

EasyGo® has been established by the parties to meet the requirements and possibilities given in the EFC Directive (Directive 2004/52/EC) and the EETS decision (2009/750/EC) on a common European Electronic Toll Service (EETS).

For details see: http://easygo.com/nb/om-easygo/dokumenter; Annex 901 An introduction to EasyGo.

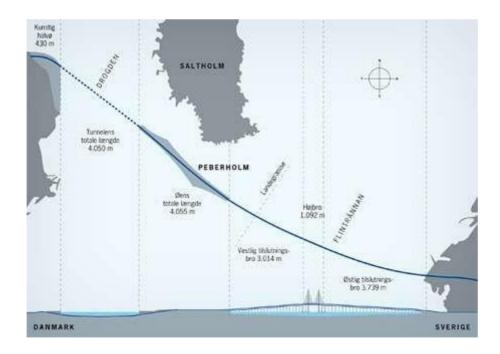
2.4 Legal basis

The Øresundsbro Consortium was established according to the agreement between the Swedish Government and the Danish Government dated March 23 1991. This governmental agreement has been ratified by the Swedish Parliament on June 12 1991, (Proposition 1990/91:379) and by the Danish Parliament on August 19 1991, (Lov om anlæg af fast forbindelse overØresund).

Toll Chargers and EETS Providers shall also satisfy other applicable legal requirements.

2.5 Layout map

Article 19.1.a-3





2.6 Geographical description of the EETS domain

The Öresund toll road is situated on E20 between Copenhagen and Malmö. The obligation to pay toll occurs upon passage of the last exit before the link i.e. from the Danish side on motorway E20, exit 16 (next to the airport in Copenhagen (Kastrup)), and from the Swedish side from exit "Trafikplats Vintrie" in Sweden.

Article 19.1.a-3

2.7 Nature of toll and levy principles

The toll is:

Article 6.b

- A point charge for driving through the toll plaza
- A combination of vehicle class and length
- Applicable 24/7 throughout the year without modulation
- 2.8 Vehicles liable to toll

All vehicles are liable to pay toll.

Article 6.c

2.9 Classification parameters

EU vehicle classes (up to 3.5 t or over 3.5 t) in combination with the measured length and height of the vehicle.

- 2.10 Vehicle classes
- Motorcycle
- Car up to 6 meters
- Car up to 6 meters with trailer/caravan, auto camper over 6 meters and van/minibus 6-10 meters
- Buses over 10 meters
- Lorry 10-20 meters
- Lorry over 20 meters

2.11 Tariff classes

The tariff classes and actual prices are stated on the website of the Øresundsbro Consortium: http://www.oresundsbron.com/prices

Discounts are available, and they are further described on the website Øresundsbro Consortium. Access to discount for the EETS Users requires that the EETS Provider and the Toll Charger enter into an addendum agreement regarding such discounts or rebates, and that each EETS User enters into a separate agreement with the Toll Charger in accordance with the applicable terms and conditions, as amended from time to time. The Toll Charger is entitled to change and amend the applicable terms and conditions as it sees fit.

3. EETS Provider application

3.1 Application procedure

An EETS Provider who wants to deliver EFC service has to send an official application to the Toll Charger the Øresundsbro Consortium. The application must include information regarding

- (i) the identity of the EETS Provider,
- (ii) the financial status of the EETS Provider, including annual reports,
- (iii) the service the EETS Provider intends to provide,
- (iv) EETS registration status, and detailed description regarding the OBE which will be offered.

The EETS Provider has to comply with the requirements to EETS Providers set out in the EFC Directive 2004/52/EC and Commission Decision 2009/750/EC.

The EETS Provider will be presented to the terms for entering into an agreement. This includes legal and commercial terms, the technical specifications for data exchange and the tests to be performed. The agreement will be based on the contractual framework of the Toll Charger.

4. Technical conditions

4.1 Technology used for tolling

DSRC 5.8 GHz

Article 19.1.a-2

The DSRC profiles used for communication are the profiles in use in EasyGo®, PISTA, BroBizz, ØresundBizz, AutoPASS, DKV BOX and EN15509. These profiles are all supported by the road side equipment.

For details concerning the technology and RSE requirement, see: http://easygo.com/nb/om-easygo/dokumenter; Annex 202 OBE & road side equipment including sub-Annexes A–E.

4.2 Toll transaction policy

Øresundsbron is currently a DSRC-based toll station with barriers.

Annex 1 – article 2.a

Before the barrier opens, the vehicle has been controlled for valid payment. When a vehicle with an OBE is registered, a control is carried out to determine if it is a known EETS Provider and if the OBE is valid. If the OBE is valid the barrier opens and information about the OBE and price will be passed on to the EETS Provider according to the agreed procedures and data formats.

4.3 Toll declarations required

N/A (GNSS only)

Article 6.e

4.4 Data exchange – the EasyGo HUB The communication between the EETS Providers and the Toll Chargers takes place via the EasyGo HUB which collects, validates and merges files and forwards the information to the correct EETS Providers/Toll Chargers. The EasyGo HUB acts as an interconnecting collection and forwarding system between the connected Toll Chargers and EETS Providers.

Data exchange between the EasyGo HUB, Toll Chargers and EETS Providers is based on an FTP transfer through an encrypted VPN tunnel. The public internet is used as the underlying communication media. The EasyGo HUB and the central systems of the connected Toll Chargers and EETS Providers shall be connected to the internet with the capacity and security architecture that is required to perform a smooth and secure operation of EasyGo®

Each Toll Charger and EETS Provider is connected directly to the EasyGo HUB and has designated folders.

For detailed description, see http://easygo.com/nb/om-easygo/dokumenter; Annex 201 Requirements for central systems and EasyGo HUB.

| | | | Commission Decision 2009/750/EC |
|-----|--------------------------|--|---------------------------------------|
| 4.5 | Data exchange procedures | Exchange of data is based on the procedures and format of EasyGo® | Annex 1 (2(b)) |
| | | The following data are exchanged: | |
| | | EFC toll context data detailed in parameter list (actor table file, toll stations table file and issuer table file. | |
| | | Validity lists (Black Lists/exception lists, White Lists/HGV lists and security keys) | |
| | | Transferring and validating transactions (transit detail files) | |
| | | EFC toll context data are exchanged periodically. All other files are exchanged daily. For detailed description, see http://easygo.com/nb/om-easygo/dokumenter ; Annex 201 Requirements for central systems and EasyGo HUB, Annex 202, 203 Technical requirements data formats and interface specifications and Annex 208 Requirements for VPN access to the EasyGo HUB. | |
| | | In order for the Toll Charger to be able to handle certain discounts towards its EETS Users, it will be necessary to exchange further information. Such information will have to be agreed upon. | |
| 4.6 | Exemption lists | The control in respect of EETS Providers is primarily based on a Black Lists (exemption list including blocked OBEs) and secondarily on a White List for handling of exemptions. | Annex 1 (2) |
| 4.7 | Degraded modes | The possibility for manual entering of data can be agreed upon as a supplement to automatic procedures based on a White List. | |
| 4.8 | Security functions | The general EasyGo security policy must apply. For details see http://easygo.com/nb/om-easygo/dokumenter , Annex 103 EasyGo security policy. | |
| | | The exchange of security keys is to be done according to the EasyGo procedures. | |
| | | The need for authentication of OBE and transactions must be agreed upon. | |
| | | For detailed description, see http://easygo.com/nb/om-easygo/dokumenter ; Annex 201 Requirements for central systems and EasyGo HUB, Annex 203 Technical requirements data formats and interface specifications and Annex 205 Key distribution. | |
| 4.9 | Performance level | The quality of the performance is monitored daily on the basis of a number of key parameters. This is done according to the EasyGo Quality Assurance system. | |
| | | The main quality requirements to performance are the amount of OBEs from an EETS Provider that can be read automatically without manual interference. The requirement is met in the event of a correct reading of 99.9 per cent. | |
| | | Moreover, requirements apply in respect of exchange of data within agreed time schedules and the validity hereof. Further, tailor-made quality issues can be agreed upon. | |

For detailed information regarding the EasyGo Quality framework, see: http://easygo.com/nb/om-easygo/dokumenter; Annex 307 EasyGo Quality system

4.10 Test procedures (suitability for use)

EasyGo test procedure for accepting an EETS Provider. For detailed description, see http://easygo.com/en/about-easygo/documents; Annex 206 EasyGo test strategy, Annex 207 Interface test specification. Central systems – EasyGo HUB and Annex 903 Specification for EETS suitability for use test in EasyGo.

4.11 Modalities for the supply of localisation augmentation signals

N/A (GNSS only).

5. Commercial conditions

The EETS Provider shall sign a Non-disclosure Agreement before receiving any documents, not already disclosed at easygo.com, from the Toll Charger.

When the Toll Charger has processed the application of the EETS Provider as further set out under section 3, the Toll Charger and the EETS Provider shall enter into an agreement based on the Toll Charger's contractual framework. The EETS provider may choose between a Reseller model or an Agent model as further defined in the agreements.

The reseller model: If the Parties' cooperation is based on a reseller model, the EETS Provider acts in its own name and on its own behalf when collecting the Toll. Thus, the EETS Provider buys the provision of the Services from the Toll Charger and resells those to the EETS Users (or to other service providers who resells the Services again) and also invoices the Services in its own name. Consequently, the EETS Provider shall be responsible and liable for the management of the EETS Users, including invoicing and claim handling procedures as further set out in the agreement.

The Agent model: If the parties' cooperation is based on an agent model, the EETS Provider acts on behalf of the Toll Charger when collecting the Toll. However, the EETS Provider shall be responsible and liable for the management of the EETS Users, including invoicing and claim handling procedures as further set out in the agreement.

The said documents contain the contractual framework for the cooperation and will include amongst others the following legal issues.

5.1 EETS User

The EETS Provider has the contractual relationship with the EETS Users. Consequently, the EETS Provider is responsible

Responsibility

for the collection of the toll and the EETS Provider is liable for the payment of the toll towards the Toll Charger. The minimum set of clauses of the agreement between the EETS Provider and the EETS Users are set out in Annex 301.

The EETS Provider shall at an agreed frequency, and at its own expense and risk, provide a Black List, which can be used to identify the OBE of the EETS Provider that are no longer accepted. The EETS Provider shall provide information on the contractual data of its EETS Users at its own risk and expense. As mentioned above, the EETS provider may choose between reseller model and agent model when settling the transactions performed by their EETS Users. If the agent model is selected, the invoicing specifications set out in Annex 304 must be applied.

The EETS Provider shall handle complaints from the EETS Users. The principles for handling of customer relations and complaints are set out in Annex 302.

5.2 Fixed Charges

The EETS Provider shall pay the costs related to the implementation in the system of the Toll Charger and to the testing and certification of the EETS Provider's OBE.

Annex 1 (2(d))

5.3 Guarantee or equivalent

A bank guarantee or equivalent financial instrument is required based on the principles in Commission Decision 2009/750/EC, i.e. the amount shall not exceed the average monthly toll transaction amount paid by the EETS Provider for the toll domain.

Annex 1 (1)

The EETS Provider may suggest alternative solutions to provide payment security. Acceptance of alternatives will – among other things - be based on the creditworthiness of the EETS Provider and the associated costs.

Other terms regarding guarantee and payment conditions are subject to negotiation between the Toll Charger and the EETS Provider

5.4 Invoicing conditions

Basis for settlement between the Toll Charger and the EETS Provider are the accepted transaction lines sent from the Toll Charger to the EETS Provider according to the technical definitions.

Annex 1 (2(c))

General terms for invoices:

Currency: DKK or SEK

Invoice language: Danish, Swedish or English

Invoicing frequency: On a monthly basis or depending on the EETS Provider's creditworthiness and the terms of the guarantee.

Other terms regarding guarantee and payment conditions are subject to negotiation between the Toll Charger and the EETS Provider.

5.5 Payment terms

Current month + 15 days for settlement between Toll Charger and the EETS Provider. Depending on the EETS Provider's creditworthiness and the terms of the guarantee the payment terms may be set differently.

Other terms regarding guarantee and payment conditions are subject to negotiation between the Toll Charger and the EETS Provider.

Annex 1(2(c))

5.6 Requirement for handling EETS Users

The EETS Provider must ensure that the EETS Users are treated as local users according to EasyGo® common service definitions:

- Annex 301 Minimum set of clauses of the agreement between EETS Provider and EETS User.
- Annex 302 Principles for handling of customer relations and complaints.
- Annex 303 Currency selection principles.
- Annex 304 Invoicing specifications. (only applicable for agent model).

For detailed descriptions, see http://easygo.com/nb/om-easygo/dokumenter

5.7 EETS Provider's remuneration conditions

To be negotiated between the Toll Charger and the EETS Provider.

Annex 1(2(e))

The market price, the number of transactions and the ability of the EETS Provider to fulfil the level of service and quality required will be part of determining the amount of remuneration.

Further, additional services can be agreed and priced separately.

6. Additional information

6.1 Enforcement

The cooperation between Toll Charger and EETS Provider on their enforcement efforts according to the EETS-decision to be agreed.

7. Document history

7.1 Date of first appearance of this entry into the register

13 February 2015

- 7.2 Last update 8 March 2019
- 7.3 Next review March 2020