

EUROPEAN ELECTRONIC TOLL SERVICE (EETS) DOMAIN STATEMENT

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TERMS AND ABBREVIATIONS

TERM/ABBREVIATION	MEANING
Company, Toll Collector, Main Service Provider	means Via Lietuva AB
EETS	means the European Electronic Toll Service, which the EETS Provider provides to the EETS User under the contract in one or more EETS Domains
EETS User	means a natural or legal person who has entered into a contract with the EETS Provider in order to use the EETS
EETS Provider	means a legal person which, under a separate contract, enables the EETS User to use the EETS, transfers tolls to the Toll Collector and is registered in its Member State of establishment
EETS Domain	means a road, a road network, a structure, such as a bridge or a tunnel, or a ferry, where tolls are collected using an electronic road toll system
ESP	means the Electronic Services Portal
LFRMDP	means the Law on the Financing of the Road Maintenance and Development Programme of the Republic of Lithuania
LR	means the Republic of Lithuania
Resolution	means Resolution No. 447 of the Government of the Republic of Lithuania of 21 April 2005 “On the Implementation of the Law on the Financing of the Road Maintenance and Development Programme of the Republic of Lithuania”
Conciliation Body	means the Commission established by the Minister of Transport and Communications of the Republic of Lithuania to examine disputes between the Company and/or EETS Providers
OBE	means on-board equipment

GENERAL TERMS AND CONDITIONS

Purpose of the document

This document is intended for providers of the European Electronic Toll Service (hereinafter referred to as the “EETS”) Providers, as defined in Directive 2019/520 (EU) 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 (hereinafter referred to as “Directive (EU) 2019/520”) and 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 (hereinafter referred to as “Regulation (EU) 2020/204”). In accordance with the provisions of Directive (EU) 2019/520, the road Toll Charger shall authorise the provision of services to an EETS Provider if the latter complies with, and subsequently, upon conclusion of the contract for the provision of EETS, adheres to the functional and technical requirements set out in this document, as well as the general terms and conditions applicable within the domain of the Republic of Lithuania.

In order to obtain the right to provide EETS within the domain of the Republic of Lithuania, a prospective EETS Provider must comply with the requirements and general terms and conditions set out in this Domain Statement and its annexes. A contract for the provision of EETS within the Company’s EETS domain may only be concluded once compliance with all the specified requirements has been established.

Toll road network in Lithuania

The Company manages a network of over 21,000 km of national roads, comprising motorways, national, regional and local roads. Currently, in the Republic of Lithuania, a road user toll applies only to trunk roads, the total length of which is 1,700 km. The law prohibits the charging of tolls on local roads. The current list of toll roads is available on the website www.eismoinfo.lt, in accordance with which the EETS Provider must provide services to EETS Users. Road toll rates at national level are regulated by the Law on the Financing of the Road Maintenance and Development Programme and Resolution No. 447 of the Government of the Republic of Lithuania “On the Implementation of the Law on the Financing of the Road Maintenance and Development Programme”.

Legislation

Legislation governing road tolls within the EETS Domain of the Republic of Lithuania:

1. The Law on Roads of the Republic of Lithuania;
2. The Law on the Financing of the Road Maintenance and Development Programme of the Republic of Lithuania (hereinafter referred to as the “Law on the Financing of the Road Maintenance and Development Programme”), as well as the Law Amending Articles 2, 6 and 9 and Annexes 2 and 5 to the Law on the Financing of the Road Maintenance and Development Programme No. VIII-2032 (hereinafter referred to as the “Law Amending the Law on the Financing of the Road Maintenance and Development Programme”);

3. Resolution No. 447 of the Government of the Republic of Lithuania of 21 April 2005 “On the Implementation of the Law on the Financing of the Road Maintenance and Development Programme of the Republic of Lithuania” (hereinafter referred to as the “Resolution”);
4. Order No. 3-35 of the Minister of Transport and Communications of the Republic of Lithuania of 6 February 2007 “On the Amendment of the Order Establishing the Requirements to Ensure the Interoperability of Electronic Road Toll Systems in the European Union” (hereinafter referred to as the “Order”).

Designated Toll Charger and Main EETS Provider

The Designated Toll Charger within the domain of the EETS Domain of the Republic of Lithuania (LR EETS), as provided for in Directive 2019/520 and in accordance with the LFRMDP, is the public limited liability company Via Lietuva (hereinafter referred to as the “Company”). The Company is also the main service provider within the EETS Domain of the Republic of Lithuania. The rights and obligations of the Company as the main service provider are set out in the LFRMDP and the Resolution.

Conciliation

Disputes between the Company, as the Designated Toll Charger and/or EETS Provider, arising from contractual or negotiated relationships (e.g. regarding potentially discriminatory contractual terms and remuneration principles), may be referred to a commission established by the Minister of Transport and Communications of the Republic of Lithuania (hereinafter referred to as the “Conciliation Body”), which operates in accordance with the rules of procedure established by the Minister of Transport and Communications of the Republic of Lithuania. The main principles and conditions governing the activities of the afore-mentioned commission are set out in the Resolution. The referral of a dispute to the afore-mentioned commission does not limit the right of the Company and/or the EETS Provider to bring the matter before a court. Further information on the Conciliation Body shall be provided with the final version of the Domain Statement.

Registration of EETS Providers

The Company is authorised to carry out the registration of EETS Providers in Lithuania. Legal entities **registered in the Republic of Lithuania** are registered as **EETS Providers** if they meet the requirements set out in the LFRMDP. A legal entity wishing to register as an **EETS Provider** must submit an application and accompanying documents by e-mail info@vialietuva.lt. The list of documents to be submitted during registration is provided in **Annex 1**. Registration procedures are carried out in accordance with the rules approved by the Company. The assessment and monitoring of a registered EETS Provider’s compliance with the requirements is carried out in accordance with the procedure approved by the Minister of Transport, which shall be provided with the final version of the Domain Statement.

ACCREDITATION OF EETS PROVIDERS

Initiating accreditation

Initiation of accreditation is the process by which a registered *EETS Provider* seeks to confirm that its activities and services comply with the requirements set for registered *EETS Providers* wishing to provide the *EETS Provider*' services within the domain of the Republic of Lithuania. The accreditation initiation process consists of the following stages:

STAGE	DETAILS
Submission of an application for accreditation	<p>A registered <i>EETS Provider</i> must submit an application for accreditation. The application for accreditation should be sent by e-mail info@vialietuva.lt. When completing the application, the registered <i>EETS Provider</i> must provide the following information:</p> <ul style="list-style-type: none"> • Information about the legal entity and its contact details; • The <i>EETS Provider</i>'s registration certificate; • A national security compliance declaration; • Certificates of on-board equipment (hereinafter referred to as the "OBE"). • Confidentiality undertaking (Annex 2).
Presentation	<p>Upon receipt of an application for accreditation, the Company, in consultation with the <i>EETS Provider</i>, shall arrange a remote or face-to-face meeting at the Company's premises (Kauno g. 22, Vilnius, 03212, Lithuania). During the presentation, the <i>EETS Provider</i> should present the following:</p> <ul style="list-style-type: none"> • The legal entity (<i>EETS Provider</i>) and its management; • Current and planned activities, its vision and development opportunities; • Third parties (subcontractors, including OBE suppliers or other suppliers of equipment and providers of services related to the <i>EETS</i>), their managers, their current activities, and the principles of division of responsibilities; • The working principles to be followed by the entity as an <i>EETS Provider</i>, the technologies used, and the potential for integration with the Company's systems; • The main risks associated with the planned activities; • Proposed additional principles of cooperation with the Company not covered in this document. <p>The <i>EETS Provider</i> may choose a suitable presentation format and, if necessary, repeat information that shall later be submitted alongside the business plan.</p>

STAGE	DETAILS
	<p>During the presentation, the team involved in the accreditation process from both the <i>EETS Provider</i> and the Company is introduced. The accreditation process, the preliminary accreditation plan and schedule, and the accreditation assessment procedures are also discussed.</p>
<p>Submission of accreditation documents</p>	<p>1. Business plan</p> <p>The <i>EETS Provider</i> must submit a business plan, the purpose of which is to inform the Company about how the <i>EETS Provider's</i> services shall be provided within the domain of the Republic of Lithuania. The business plan must include, but not be limited to, the following sections:</p> <ul style="list-style-type: none"> • Presentation of the legal entity (<i>EETS Provider</i>); • The concept, long-term objectives and vision of the business plan; • A detailed description of service provision, including an operational plan for the next 3 years; • A set of financial statements for the last 3 years, comprising the balance sheet, profit and loss account and cash flow statement for the last day of the accounting period of each financial year; • Development prospects; • Analysis of internal and external threats to operations; • Attracting users and marketing strategies; • Key operational processes for the provision of EETS; • Supply chain management, OBE and other equipment suppliers, involvement of other third parties, division of responsibilities and management; • Quality control mechanisms. <p>The format and content of the business plan are chosen by the <i>EETS Provider</i>, but must include the sections mentioned above. The <i>EETS Provider</i> may include additional information which, in their opinion, the Company needs to be aware of and assess.</p> <p>2. Content of the risk and risk management plan</p> <p>The <i>EETS Provider</i> must submit a risk management plan covering the identified general operational, financial, operational, legal and regulatory risks. The risk plan must include a qualitative assessment of each identified risk, setting out the potential consequences of the risk, as well as risk management and risk prevention measures to mitigate or avoid the impact of the risk. The risk plan must specify how risk monitoring and control will be carried out. An example of a risk and risk management plan is provided in Annex 3.</p>

STAGE	DETAILS
	<p>3. Technical specifications</p> <p>The <i>EETS Provider</i> must submit a detailed description of the technological solutions it uses, which should include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> • How it communicates with customers, how customers can use the services and pay for them, providing detailed descriptions of the payment processes; • What OBE is used, what technologies and standards it supports, and the principle of its installation in vehicles; • How data is exchanged and what integration options are available; • How data protection is ensured, and what data encryption, authentication and verification solutions are used; • How business continuity is ensured; • How compliance with regulations and standards is ensured; • What is the system’s throughput, performance, and the accuracy and reliability of the collected and transmitted data; • Customer service infrastructure and solutions; • Other relevant information that would help assess the suitability of the technical solution for providing the <i>EETS Provider’s</i> services. <p>The format of the technical solution description is chosen by the <i>EETS Provider</i>.</p>

Accreditation authorisation and signing of the contract

Authorisation to be accredited is granted to the *EETS Provider* based on compliance with the assessment criteria. The EETS Accreditation Commission may request the *EETS Provider* to submit additional documents necessary to assess the suitability of the EETS service provision and/or to contact the relevant Lithuanian authorities regarding an additional inspection of the *EETS Provider*. Accreditation is granted by the EETS Accreditation Commission of the Company.

Once authorisation to be accredited has been granted, an accreditation agreement is signed. The accreditation agreement is not amended or otherwise adapted for *EETS Providers*. A draft accreditation agreement shall be provided with the final version of the Domain Statement. The accreditation agreement is signed by both parties via electronic means. The *EETS Provider* is responsible for fulfilling the obligations set out in the accreditation agreement and in this document.

Following the signature of the accreditation agreement, the *EETS Provider* must make a one-off payment of the accreditation fee within 10 working days from the signing of the accreditation agreement. The amount of the accreditation fee shall be specified in the final version of the Domain Statement. The accreditation fee is

non-refundable. Upon payment of the accreditation fee, the *EETS Provider* shall submit proof of payment to the Company. The accreditation fee shall be paid into the Company’s bank account specified in the agreement.

The Company and the *EETS Provider* shall agree on an individual accreditation plan, and both parties undertake to comply with it. The accreditation plan covers not only testing but also the planning of allocated resources to ensure a smooth accreditation process. The accreditation plan shall be approved by both parties using electronic signature tools. A standard accreditation plan shall be provided with the final version of the Domain Statement. If the *EETS Provider* postpones the deadlines agreed in the accreditation plan more than three times, the Company shall have the right to suspend the accreditation process or terminate the *EETS Provider’s* accreditation agreement. In such a case, in order to continue the accreditation process, the EETS Provider must initiate the accreditation process anew, including the signing of a new accreditation agreement and the payment of the accreditation fee. Any previously paid accreditation fee is non-refundable.

EETS PROVIDER ACCREDITATION STAGE

The accreditation process consists of three main stages: provision of infrastructure, testing, and evaluation of test results. Designated representatives of the *EETS Provider* and the Company participate in all stages and cooperate in a spirit of mutual goodwill.

Provision of infrastructure and preparation for testing

The *EETS Provider* is provided with the infrastructure required for testing, technical integration documentation and pre-defined testing scenarios. Where necessary, the *EETS Provider* is provided with additional technical consultations. Detailed technical and testing documentation is provided in [Annex 12](#).

Testing

During this stage, technical integration and business process testing is carried out to determine compliance with the specified requirements, in accordance with pre-defined test scenarios. Testing covers the following areas:

Testing	Testing objective
System compatibility testing	Technical integration and data exchange compatibility checks are carried out between the systems of the <i>EETS Provider</i> and the Company to determine their mutual compatibility.
Equipment testing	The accuracy, availability, correctness and timeliness of GNSS data transmitted from the <i>EETS Provider’s</i> OBE to the Company’s system are verified.

Testing	Testing objective
Full system and equipment testing	Final testing is carried out to ensure that both the technical integration and the business processes are aligned, functioning correctly and meeting the specified requirements. Full system and equipment testing is carried out only once the system compatibility and equipment testing have been successfully completed.

* The list of scenarios is not exhaustive and may be supplemented without prior notice.

Having carried out the necessary tests, the *EETS Provider* must submit a final test report to the Company by e-mail info@vialietuva.lt. The test report must detail the tests performed and the results achieved:

- Test type and test scenario;
- The environment (testing or operational) in which the testing was carried out;
- Test date;
- Equipment used in the testing;
- Test results obtained;
- Other relevant information.

Evaluation of testing results

Upon receipt of the final test report, the EETS Accreditation Commission of the Company evaluates it within 10 working days and submits its assessment to the *EETS Provider*. If all testing results are positive, the *EETS Provider* is authorised to sign the service provision contract and commence trial operation. If the test results are negative, the *EETS Provider* and the Company's EETS Accreditation Commission discuss the identified shortcomings and agree on a plan to rectify the non-conformities. Once the non-conformities have been rectified, a repeat full test of the system and equipment is carried out.

Signing of the service provision contract

Once all accreditation procedures have been completed and a positive decision has been received from the EETS Accreditation Commission of the Company, the *EETS Provider* is invited to enter into a standard service provision contract. The draft service provision contract and its accompanying annexes are uniform, standardised and non-negotiable. The standard draft EETS service provision contract shall be provided with the final version of the Domain Statement.

SERVICE PROVISION

The service provision component includes the provision of financial guarantees for the service, a three-month pilot phase and the ongoing provision of the service for the duration of the contract.

Provision of financial guarantees

Upon signing the EETS service provision contract and throughout the entire duration of the contractual relationship, the *EETS Provider* must, within 10 calendar days, submit to the Company an abstract, irrevocable, unconditional guarantee from a credit institution, payable on first demand to the beneficiary, without any verification of legal grounds and waiving any objections arising from the underlying legal relationship, in order to cover any potential debts to the Company. The costs of issuing the credit institution's guarantee shall be borne by the *EETS Provider*. The *EETS Provider* shall have the right to choose the company issuing the guarantee, provided that it meets the requirements set by the Company: a credit institution registered in the EU or the European Economic Area, which (or the controlling entity holding at least 50% of the shares in that credit institution) has been assigned a long-term credit rating by an international rating agency of no less than: Standard & Poor's: A-, or Fitch: A-; or Moody's: A3.

If the EETS Provider is unable to provide an unconditional bank guarantee to the Company, the following provision shall apply:

- In order to ensure compliance with the contract, the *EETS Provider* must, within 14 calendar days of the contract being signed, transfer to the Company:
 - A deposit, which is calculated based on the amount of tolls collected by the *EETS Provider* over the past year (annual toll revenue/12 months). The deposit serves as a guarantee of the performance of the contract and may be used to cover the *EETS Provider's* obligations to the Company.
 - If the *EETS Provider* is new and has not previously provided EETS services, the amount of the Deposit is determined based on the expected monthly toll revenue, which is calculated according to the business plan prepared by the *EETS Provider*. The *EETS Provider* must submit all necessary documents and evidence to the Company in good time, prior to the conclusion of the contract, so that the amount of the Deposit can be determined.

The term of the bank guarantee must be no less than 12 months and must be extended for at least a further 12 months, no later than 30 calendar days before the expiry of the term. When extending the guarantee, the average monthly turnover of tolls collected by the *EETS Provider* over the past 12 months shall be taken into account. If, at least 14 calendar days before the expiry of the bank guarantee, the *EETS Provider* fails to extend the guarantee, the Company shall be entitled to utilise the existing bank guarantee or the newly deposited collateral for the remaining 14 calendar days, until the *EETS Provider* provides a new bank guarantee or new collateral. If the *EETS Provider* fails to provide a new bank guarantee or security deposit by the expiry of the bank guarantee, the Company shall have the right to terminate the Service Provision Contract with the EETS Provider immediately and without notice.

If the Company draws on the funds of the bank guarantee but does not terminate the Service Provision Contract due to the guarantee not being provided on time, the Company shall reimburse the *EETS Provider*

for the amount of the guarantee used once a new bank guarantee has been provided, without interest and after deducting all bank charges and all outstanding claims of the Company against the *EETS Provider*.

Remuneration and mutual settlements

The Company settles accounts with *EETS Providers* on a monthly basis for the road toll services provided. Remuneration to *EETS Providers* is calculated using the following formula:

$$EETS_{remuneration} = Remuneration_{fixed} * ChargedToll + Remuneration_{KPI} * ChargedToll$$

Where:

- $EETS_{remuneration}$ – the remuneration to the EETS Provider for tolls collected, calculated once a month and expressed in euros;
- $Remuneration_{fixed}$ – a fixed percentage allocated to the EETS Provider for the road tolls collected;
- $Remuneration_{KPI}$ – a fixed percentage allocated to the EETS Provider for achieving and exceeding quality indicators (**Annex 5**);
- $ChargedToll$ – the actual toll charged by the EETS Provider per month, measured in euros.

The terms and conditions for invoicing and settlement must fully comply with the requirements set out in national legislation and the Service Provision Contract. Detailed terms and conditions of settlement are defined in the Service Provision Contract.

The Company shall calculate the amount of road tolls charged by the *EETS Provider* on the basis of the declarations submitted by the *EETS Provider* and the received data, and shall issue a payment request within 5 working days from the end of the reporting period specified in the Service Provision Contract. The *EETS Provider* shall settle accounts with the Company within the time limits specified in the Contract by transferring the collected road tolls to the Company's bank account. Settlement shall be made in EUR only. Each calendar month, the *EETS Provider* shall submit a remuneration claim to the Company in invoice format. The remuneration claim must comply with the remuneration principles for EETS Providers set out in this document. The *EETS Providers* registered in Lithuania must submit invoices via the SABIS information system (for more information, see [SABIS](#)), whilst foreign EETS Providers, if they are unable to access the system, must submit them to the e-mail address provided in the Company's service provision contract.

The same principles are applied when determining the remuneration payable to EETS Providers as when determining the remuneration for the main toll service provider. However, the Company, as the main service provider, also performs other tasks within the EETS Domain of the Republic of Lithuania; therefore, when calculating the remuneration for EETS Providers, not all cost categories for which the Company, as the main service provider, is remunerated are taken into account.

The Company, as the main service provider, performs the following key tasks: the obligation to sign contracts with all interested road users, as well as to ensure the proper use of OBE within the EETS Domain of the Republic of Lithuania, and other duties provided for in legislation.

Communication between the EETS Provider and the Company

Both the *EETS Provider* and the Company must, upon signing the contract, appoint authorised representatives who shall be responsible for the performance of the service provision contract. The *EETS Provider* must complete and submit a list of engaged specialists and subcontractors (**Annex 6**). The persons appointed for the provision of EETS shall be specified according to the following levels and responsibilities:

- **Strategic-level** decision-makers with the authority to sign key documents.
- Authorised contact persons **at the tactical level** (*SPOC (Single Point of Contact)*), who shall ensure effective day-to-day communication and the performance of the contract in accordance with the terms and conditions set out therein.
- **Operational-level** specialists and subcontractors ensuring the proper delivery of the EETS to EETS Users.

The designated representatives of the *EETS Provider* and the Company must cooperate using selected and agreed-upon working tools that are accessible to both the *EETS Provider* and the Company. The working tools must be available during the Company’s working hours, and the *EETS Provider* must respond to the Company’s enquiries no later than within 2 working days from receiving the enquiry, unless agreed otherwise.

Following the signing of the service provision contract, the Company and the *EETS Provider* shall hold regular meetings to discuss service delivery, compliance with the business plan and risk management. The timing, format, participants and agenda of the meetings shall be agreed in advance between the *EETS Provider* and the Company. Meetings shall be organised by the Company remotely or at the Company’s premises, unless otherwise agreed. Both the *EETS Provider* and the Company may propose items for inclusion on the meeting agenda. Key scheduled meetings:

Operational service provision meetings	
Objective	<ul style="list-style-type: none"> • To discuss day-to-day service provision issues and their solutions, identify and discuss operational and tactical risks, and manage changes. • To update plans for operational and tactical risks and their management measures, and to carry out their monitoring and oversight. • Other operational matters.
Preparation	In accordance with the items on the agenda.
Participants	Tactical/operational level
Frequency	At least once a month

Technical meetings	
Objective	<ul style="list-style-type: none"> To discuss technological issues, planned technological upgrades and other technical integration matters To update technological risk and risk management plans, and carry out their monitoring and oversight. Other technical issues.
Preparation	<p>The <i>EETS Provider</i> shall provide:</p> <ul style="list-style-type: none"> information on planned system updates; a report on categorised and prioritised IT incidents; other technical information requested by the Company. <p>The Company shall provide:</p> <ul style="list-style-type: none"> information on planned system updates;
Participants	Tactical / operational level
Frequency	At least once a month

Discussion of service quality and strategy	
Objective	<ul style="list-style-type: none"> To discuss service provision indicators; To update strategic risk and risk management plans, and carry out their monitoring and oversight; To discuss feedback from EETS users; To discuss issues relating to contract performance and payment for services; To discuss the progress of the EETS Provider's business plan; Other strategic issues.
Preparation	<p>The <i>EETS Provider</i> shall submit:</p> <ul style="list-style-type: none"> Customer feedback on service quality; A progress report on the implementation of the business plan; A report on high-level IT incidents; A risk management plan and progress on risk management measures; Progress on service delivery metrics; Any other information requested by the Company.
Participants	Strategic/tactical level
Frequency	At least once a quarter

At each meeting, the *EETS Provider* shall draw up minutes of the meeting. Where the parties have agreed on specific activities, a deadline for the performance of such activities must also be agreed. If it becomes necessary to change the deadlines, the *EETS Provider* must inform the Company before the deadline expires. In such a case, the parties must discuss the possible consequences and agree on a new deadline.

Following the signing of the service provision contract after successful accreditation, a three-month pilot phase during which the *EETS Provider* starts providing services to EETS Users begins. During the aforementioned phase, the accuracy of the *EETS Provider's* service provision is assessed under real-world conditions. The pilot phase is possible provided there is a minimum number of users, where the *EETS Provider* has at least 100 active EETS users/vehicles with OBE. The pilot phase is assessed against the qualitative requirements applicable to the *EETS Provider*, as defined in this document and in **Annex 5**.

If, during the pilot phase, the *EETS Provider* meets the minimum qualitative requirements applicable to *EETS Providers*, the *EETS Provider* shall be granted authorisation to continue providing services to EETS Users. In the event of any type of disruption or non-compliance, the *EETS Provider* undertakes to resolve them promptly so that the losses caused by service disruptions are minimised for both EETS Users and the Company. In the event of recurring disruptions, the Company may suspend the *EETS Provider's* authorisation to provide services until the disruptions are resolved, or revoke the accreditation authorisation entirely (for more details, see the section "Suspension of service provision").

Provided that the service is provided correctly during the pilot phase and the *EETS Provider* has rectified the issues identified during the pilot phase, the *EETS Provider* shall be deemed to be in full compliance with the conditions for the provision of the EETS service. If the *EETS Provider* fails to rectify the faults identified during the pilot phase or fails to meet the specified quality indicators for service provision, the Company may unilaterally terminate the service provision contract.

Qualitative service provision indicators

Upon commencing the provision of EETS services, the *EETS Provider* undertakes to comply with the requirements set for the *EETS Provider* regarding service provision. In the event of non-compliance or identification of faults, the provision of services may be temporarily or permanently suspended.

Indicator	Description	Minimum score	Target score
Data transmission error rate	The number of requests between the <i>EETS Provider</i> and the Company's system that failed due to technical errors.	<0.07%	<0.05%
Availability of the <i>EETS Provider's</i> System	Uninterrupted operation of the <i>EETS Provider's</i> system	99%	99.8%
Accuracy of OBE data transmitted by the <i>EETS</i>	Percentage of OBE data that the <i>EETS Provider's</i> system transmits to the	99%	99.8

Indicator	Description	Minimum score	Target score
<i>Provider's system to the Company's system</i>	Company's system accurately and without errors.		
System stability indicator (%)	Percentage of days during which the integration between the <i>EETS Provider</i> and the Company operated without critical disruptions.	99%	99.8
Number of legal and regulatory breaches	Number of incidents where the EETS Provider fails to comply with national or EU legislation.	0	0
Customer satisfaction level during the EETS provision period.	Customer satisfaction level during the <i>EETS provision period</i> .	>3.5	>4

A detailed description of the indicators is provided in **Annex 5**.

Suspension of service provision

Temporary suspension of service provision may occur in the following cases:

- Where, due to data transmission errors between the EETS Provider and the Company's system, EETS Users experience temporary disruptions for more than 2 working days;
- Temporary server or network failures, the resolution of which requires more than 2 working days;
- Implementation of the new *EETS Provider* system, which requires a service interruption of up to 2 working days;
- Temporary implementation and testing of system updates to ensure compatibility between systems;
- Temporary non-compliance with the *EETS Provider's* qualifications, e.g. where certificates need to be renewed or extended;
- Temporary non-compliance with legal requirements necessitated by updated national or EU legislation.

Complete revocation of the licence to provide services:

- The system or equipment used by the *EETS Provider* is completely incompatible with the Company's system;
- A failure to comply with and/or no intention to comply with contractual obligations;
- The *EETS Provider* is unable to meet its financial obligations, or bankruptcy or cessation of business has been initiated against the *EETS Provider* due to financial difficulties;
- The *EETS Provider* engages suppliers, subcontractors, specialists, economic operators on whose capacities reliance is placed, manufacturers, persons carrying out technical or software

maintenance and support, or persons controlling them, are from countries or domains specified in Resolution No. 280 of the Government of the Republic of Lithuania of 30 March 2022 “On the Implementation of the Provisions of Articles 92(13), 92(14) and 92(15) of the Law on Public Procurement of the Republic of Lithuania” and are not considered as reliable;

- The provision of the service is constantly disrupted due to equipment or system malfunctions;
- Irremediable deficiencies in the *EETS Provider's* system following the introduction of new functions or technologies, which result in systemic operational inefficiency;
- Inability to ensure adequate security of the *EETS Provider's* data system, including, but not limited to, customer data;
- *The EETS Provider* maliciously fails to comply with the performance indicators applicable to the provision of the service;
- Serious and unresolved disputes between *the EETS Provider* and the Company regarding the terms and conditions of service provision.

In all cases, the Company shall apply such measures only in exceptional circumstances, and any disruptions shall be resolved on the basis of mutual goodwill and cooperation.

Change management

The *EETS Provider* must notify the Company in writing if any changes to the used OBE are anticipated. In such a case, the *EETS Provider* must provide detailed information about the anticipated changes and submit additional information if requested by the Company. Anticipated changes in the equipment are assessed by the Company, and, if necessary, the Company may decide to retest the equipment. In such a case, the Company shall inform the *EETS Provider* in writing and a testing plan for such equipment shall be agreed. The cost of additional equipment testing shall be provided with the final version of the Domain Statement.

If the *EETS Provider* uses modified OBE without prior notification and without the Company's permission, the Company may remove the OBE from the list of certified equipment.

System changes initiated by the *EETS Provider* must be agreed with the Company in order to avoid service disruptions. In the event of such changes, the *EETS Provider* must provide the following information:

- The date of the planned change, which must be no earlier than 10 working days from the date of registration of the change, except in cases where the change is necessary and unavoidable due to incorrect system operation and a significant impact on *EETS Users*;
- A description of the change;
- The significance of the change (high, medium, low);
- Impact of the change on services (high, medium, low);
- Description of the change's impact on service provision;
- Is a complete system shutdown required?

- System restoration plan;

The **EETS Provider** may use the change and change management form provided in **Annex 7** for the registration and management of changes.

Use of the OBE

The **EETS Provider** undertakes to supply **EETS Users** only with certified and Company-tested OBE and to ensure that **EETS Users** install the **EETS Provider's** equipment correctly and are able to properly fulfil their toll payment obligations to the Company when using the **EETS Provider's** services. The **EETS Provider** is also responsible for blocking OBE in the event of loss or replacement, or in the event of malfunction. In cases of a mass malfunction of OBE, the **EETS Provider** must inform the Company and offer **EETS Users** alternative OBE or ensure that **EETS Users** purchase advance route tickets.

In the event of blocked OBE, the **EETS Provider** must inform the Company of such devices immediately and regularly update the lists of blocked OBE, submitting them to the Company at an agreed frequency, but no less than once a day, in compliance with all data security standards.

Information on EETS Users

The **EETS Provider** undertakes to provide the Company, at the agreed frequency but at least once a day, in compliance with all data security standards, with data on **EETS Users** with whom the **EETS Provider** has signed EETS provision agreements. The **EETS Provider** is responsible for updating such data and for the accuracy and completeness of the data provided. The Company is not obliged to verify such data. The **EETS Provider** is responsible for the risks associated with the transmission of such data and assumes full responsibility for the consequences of any errors and/or loss of data during transmission. Furthermore, the **EETS Provider** undertakes to provide the Company, at the agreed frequency but at least once a day and in compliance with all data transmission standards, with data on **EETS Users** who have been blacklisted by the **EETS Provider**.

Annex 10 provides information on the data on **EETS Users** transmitted by the **EETS Provider**.

Service for EETS Users

The **EETS Provider** is responsible for the service of **EETS Users** and all communication with them, including, but not limited to:

- The **EETS Provider** must ensure that **EETS Users** are informed of the terms and conditions of service provision, toll rates, technical requirements and any changes. All information must be provided in a clear and easily accessible format.
- The **EETS Provider** must inform **EETS Users** in a timely manner of any updates, disruptions or significant changes to toll systems that may affect the use of the services.
- The **EETS Provider** shall provide **EETS Users** with all information and technical assistance relating to the OBE issued by the **EETS Provider**, billing, data security and system usage.

- Enquiries and complaints from *EETS Users* must be dealt with within pre-determined timeframes, ensuring a prompt response and a clear problem-solving procedure.

Annual accreditation

EETS Providers must renew their accreditation annually to ensure continued compliance with the requirements of the EETS Domain of the Republic of Lithuania. This covers both technical and administrative obligations, enabling the transparent and efficient collection of road tolls. During the annual accreditation process, the *EETS Provider* must submit the following documents:

Area	Documents
Compliance of the OBE and <i>EETS Provider</i> with technical and security standards	The <i>EETS Provider</i> must submit certificates and reports confirming compliance with technical and security standards
Reliable toll collection, compliance with the terms and conditions of the contract	The <i>EETS Provider</i> must submit an audited report for the last financial year and a report on the implementation of the business plan.
Customer service	The <i>EETS Provider</i> must submit the results of customer service surveys for the reporting year, the actual duration of the investigation of complaints from <i>EETS Users</i> , and the average resolution time for incidents.

The *EETS Provider* may submit additional documents which it considers necessary for the annual accreditation assessment process.

Based on the documents submitted by the EETS Provider, the company assesses the *Provider's* operational efficiency, compliance with contract terms, technical compatibility and the quality of customer service during the annual accreditation process. If the annual accreditation is not passed, the *EETS Provider's* licence to provide services within the domain of the Republic of Lithuania may be suspended or revoked.

	COMPANY	EETS PROVIDER
REGISTRATION OF EETS PROVIDERS		Submission of a registration application
	Assessment of the registration	Submission of additional documents
	Decision on registration	
	REGISTERED EETS PROVIDER	
EETS PROVIDER ACCREDITED		Submission of an application for accreditation
	Assessment of the application for accreditation	Submission of additional documents
	Meeting between the EETS Provider candidate and the company regarding accreditation	
	Decision on compliance with accreditation requirements	
	SIGNING OF THE ACCREDITATION AGREEMENT	
	Provision of infrastructure	Conducting testing
	Consultations	Submission of the test report
	Evaluation of the test report	Conducting additional testing
	Decision on accreditation	
	PROVISION OF SERVICES	SIGNING OF THE SERVICE PROVISION CONTRACT
		SUBMISSION OF GUARANTEE/DEPOSIT BY THE CREDIT INSTITUTION
Pilot activities		
PROVISION OF SERVICES		
		INITIATION OF CHANGES
Approval of changes		Implementation of changes/testing
Validation of change results		
ANNUAL ACCREDITATION		