

Disclaimer: The answers given by S&B in this QA describes the expected requirements, however, any answers may still be subject to changes. Final requirements will be presented as part of the final published EETS Provider Agreement and EETS Domain Statement.

No	Document	Clause / section	Question	Answer
1	EETS Domain Statement	Section 2 (Definitions and Abbreviations)	Please clarify if you define HGV as > 3,500 kg or different from EU as >= 3,500 kg?	S&B rely on the following definition of a HGV and will update the definition in the documents accordingly: "Heavy-duty vehicle" means a vehicle with a technically permissible maximum laden mass exceeding 3.5 tonnes, cf. Directive (EU) 2022/362 of 24 February 2022.
2	EETS Domain Statement	Section 5 (Conciliation Body)	Are there procedural rules explaining the process of the conciliation in place?	A procedure for conciliation of disputes in contractual relationships between S&B and the EETS Provider is to be found at the Danish Road Directorate's webpage https://www.vejdirektoratet.dk/side/information-til-udbydere under the subject "Twister" (available in Danish).
3	EETS Domain Statement	Section 6 (Legal and Regulatory Framework)	What is the consequence under Danish law if the Toll Domain Statement is unlawful? Is it null and void? If the EETS Provider continues to adhere to the TDS in unawareness of changes in the law, then this is to its disadvantage?	It is an unlikely case, since S&B will set up a process of updating the EDS that corresponds to any update of the KmToll Law. In case it happens, it will be handled case-by-case. If the EETS Provider continues to adhere to the TDS while unaware of changes in the law, it will be up to S&B to update the EDS and make the EP aware of these changes.
4	EETS Domain Statement	Section 8.3 (Tariff Structure)	Please, provide guidance which combination will be determine the weight(class) – as we understand – the threshold from which ve-hicles become subject to toll or not?	S&B rely on the following definition to determine the weight(class) of the vehicle and will update the defintion in the documents accordingly: "Technically permissible maximum laden mass of the vehicle", cf. Directive (EU) 2022/362 of 24 February 2022, i.e., the maxium mass declared by the manufacturer of the vehicle.
5	EETS Domain Statement	Section 8.3 (Tariff Structure)	How will the CO2 evidence and change process will be imple-mented? Are the CO2 requirements synchronised with another Toll Charger in Europe?	The Danish Road Traffic Authority and the Danish Motor Vehicle Agency are working on implementing the requirement from the directive on CO2 emission classes to take effect by 1 January 2025. It is foreseen that CO2 emission classes will be incorporated into the Danish Motor Register from which S&B will extract information on the CO2 emission classes. No decision has yet been made on specific business rules. S&B will try to synchronise as much as possible with other Toll Chargers.
6	EETS Domain Statement	Section 8.3 (Tariff Structure)	Will there be a reimbursement process for too high payments?	Yes. If complaints are recieved relating to the toll calculation and it can be documented that S&B, for some reason, have charged too much, the charged amount will be amended and reimbursement will be made.
7	EETS Domain Statement	Section 9.2 (iv) (Application and Preconditions)	Is it correctly understood that service provision is not limited to the use of a sole OBU, both in type and manufacturer? Do you agree that the list of OBE can only be of indicative nature at the time of application, in particular caused by not final set of requirements in the TDS? Final decision on the type of OBU and/or the provider of the device will be taken based on commercial and technical evaluations. We consider the appropriate time to communicate the OBU(s) to be accredited to take place in the test planning phase, as both type and number of variants will influence the tests to be performed and these are not published yet.	S&B agree that the EETS Provider is allowed to get multiple OBUs accredited, both type and manufacturer. The suitability for use tests, however, must apply to each of the OBUs. At the time of application it is understood that the list of OBEs may be indicative. However, evaluation of the EETS Provider and its OBU(s) is expected to take place between May and August, so the TC does not guarantee that the EETS Provider is accepted for participation in testing if information on the OBUs is expected to deviate from the list provided as part of the application.
8	EETS Domain Statement	Section 10 (Contractual relationship)	Who is allowed to sign the agreement (CEO, Boardmember, ...)? Is electronic signature allowed?	S&B allow for electronic signature of the contractual agreement. From the EETS Provider's side the documents must be signed by a person in accordance with the respective EETS Provider's own internal rules of authorisation.
9	EETS Domain Statement	Section 11.2 (Main Steps of the Accreditation Procedure)	Is the participation fee due by EETS provider involved in first round? Previously it was announced not to be due. The Participation fee is 550.000 DKK, however, in the EETS Provider Agreement §10.1.1 it's 200.000 DKK. What's correct ?	S&B have decided to introduce the Participation Fee for all rounds of accreditation, incl. the first round. The correct amount of the Participation Fee is DKK 500,000. This will be corrected in both the EETS Domain Statement and EETS Provider Agreement.
10	EETS Domain Statement	Section 11.1 (vi) (Main Steps of the Accreditation Procedure)	Are there any restrictions for Phase 6 (Service Trial) regarding number of activated users? (minimums / maximums)	S&B expect to introduce restrictions related to the minimum number of vehicles, however, detailed specifications and restrictions of the Service Trial are still being prepared.
11	EETS Domain Statement	Section 13.1 (The EETS Providers responsibility)	We understand the use of the "black list" in the sense that we communicate the OBU as invalid and in this case we are no longer liable for the user. Should S&B not follow this understanding: What technical re-quirements must be fulfilled so that we are no longer liable for the user?	The blacklistning takes effect according to the technical conditions described in Annex E. S&B expect to introduce delayed blacklistning, i.e., the EETS Provider is expected to announce that the EETS User is blacklisted, but the effect of the blacklist is delayed with a specific timeframe. The timeframe of this period is still to be defined. In the entire period, the EETS Provider is still financially liable for the EETS User.
12	EETS Domain Statement	Section 13.3 (The EETS Providers responsibility)	Is it correctly understood that the TSP shall only bear its own costs for system implementation and accreditation tests. Costs incurred by S&B shall be borne exclusively by themselves?	Each Party covers its own cost related to implementation and accreditation tests, except for the specific guarantees, deposits, participation fees, or similar which is explicitly required to be paid by the EETS Provider to the S&B, cf. the EETS Domain Statement.
13	EETS Domain Statement	Section 13.3 (The EETS Providers responsibility)	Do S&B agree that changes resulting from S&B will be limited to the absolute minimum and will be announced in due time to the TSP, allowing the TSP to obtain synergies by combining system changes on its own initiative with those resulting from S&B's request?	It will be added to the EETS Provider Agreement that the TC shall always present the provider with a reasonable timeframe to implement required changes.
14	EETS Domain Statement	Section 14.1 (Handling of EETS Users)	We understand that "handled" in this section is only to be understood in the context of the contractual relationship between the EETS User and EETS Provider. It is common practice that provision of service is not solely performed by the EETS provider itself. Nevertheless, the EETS Provider will remain the sole legal counterpart rom the EETS Users' perspective. Is this understanding shared by S&B?	Yes. From an EETS User perspective, the EETS Provider will be the sole legal counterpart. Furthermore, a new Clause will be introduced in the EETS Provider Agreement allowing the EETS Provider to make use of third parties to provide the Services, however, the contractual relationship and all communication related to the Agreement is solely between the provider and S&B.

15	EETS Domain Statement	Section 14.3 (Handling of EETS Users)	In the event of the EETS provider is accrediting various devices (independently of its type), we consider it is at the EETS Provider's sole discretion to decide which of the devices will be provided to the EETS User and when the accredited devices will be made available to the market. Does S&B agree with this view?	S&B agree that it is at the EETS Provider's discretion to decide which of the accredited devices they will make available for the EETS Users. However, S&B expect that the EETS Provider's business plan reflects any considerations of accrediting multiple devices, but only introducing specific devices to the EETS Users.
16	EETS Domain Statement	Section 14.4 (Handling of EETS Users)	Do S&B agree that due to the only contractual relationship established with the EETS User is with the EETS Provider, it is the EETS provider alone to decide which payment means (and associated types of guarantees, to be held by the EETS User) that will be put in place?	S&B agree - it is the EETS Provider's prerogative to decide which payment means the EETS User must put in place towards the EETS Provider.
17	EETS Domain Statement	Section 14.5 (Handling of EETS Users)	We understand that the EETS Provider is responsible for customer support (e.g. OBE handling, general questions and complaints). What is the rule in case the complaints of the customers refer to the toll tariffs or other parts which are in responsibility of the Toll Charger? We assume we need exception rules here.	In case the EETS User complains about toll tariffs or other parts which are the responsibility of the Toll Charger, it will be subject to the complaint handling procedure and the EETS Provider Agreement in general, i.e., such a complaint must be handled by the EETS Provider and directed to S&B if deemed necessary.
18	EETS Domain Statement	Section 15.2 (Guarantee or deposit)	We read this section in the way that the guarantee will be subject to an annual review and adjustment. Is this review based on the toll revenues obtained in a 12 months period, previous to the time the guarantee amount is to be fixed or based on a calendar year?	The guarantee will be subject to an annual review and adjustments based on a calendar year, however, according to clause 10.2.5 of the EETS Provider Agreement, S&B reserve the right to require adjustments to the guarantee if S&B notice an increase in the EETS Provider's turnover in the total toll transaction amounts in the KmToll Domain.
19	EETS Domain Statement	Section 15.3 (Guarantee or deposit)	Can S&B provide more insights on the criteria summarised as "among other things" as well on the level of creditworthiness mini-mally required?	"Among other things" allow the provider to present an alternativ to the bank guarantee and/or deposit. If an alternative is presented, it will be reviewed case-by-case. The level of creditworthiness is defined in the EETS Provider Agreement.
20	EETS Domain Statement	Section 16.4 (Remuneration)	We do understand that the date from when the EETS Provider is considered to be approved for Service Delivery in the KmToll Do-main and subsequently from which on the EETS Provider is enti-tled to remuneration payment the is day referenced to as "D7" in Annex C – accreditation procedure, Sect. 4, Fig.1, i.e. after "Pilot Operation" has successfully concluded. Having successfully passed the pilot will entitle the EETS Provider to the "Delivery of Services" under full responsibility and liability. Can S&B confirm this understanding?	Yes. From the time the EETS Provider has succesfully passed the Pilot Opeation, expected the 1 January 2025, the provider will be "restricted accredited" and thus entitled to remuneration payment. At this time, delivery of Services must take place under full responsibility and liability. However, the EETS Provider is not released from the contractual obligation of the Addendum to the EETS Provider Agreement until the EETS Provider is deemed fully accredited.
21	EETS Domain Statement	Section 17.1 (Services provided by the Toll Charger)	Languages mentioned as minimum are Danish and English. Does S&B has already an indicative roadmap for the implementation of further languages?	The specific languages to be used on the website, and when they will be introduced, are still to be determined. For comparison: for Low Emission Zones, for which S&B is also responsible, languages are chosen based on the main users driving within LEZ. A one-pager with information is available at the website in the following languages: German, Bulgarian, French, Polish, Romanian, Russian, Dutch, and Latvian.
22	EETS Domain Statement	Section 17.2 (Services provided by the Toll Charger)	We understand that it is the sole responsibility of the EETS User, following its obligation to support the correct payment of the toll under kmToll, to rely on the fallback solution whenever the need arises. We understand that, whenever the EETS User fails to comply with such support obligation (e.g. the OBU signaling not being operational), the EETS provider is entitled to reclaim toll payments from the EETS User, for which the EETS Provider is held liable by the Toll Charger, because of not having included the OBU on the black list. Lastly, we understand that any administrative penalties for the EETS User not having made proper use of the fallback solution, are only attributable to the EETS User itself and not to the EETS Provider. Can S&B confirm this understanding?	It is correct that it is the EETS User responsibility to use the fallback solution (toll ticket) e.g. in case of OBE failure. S&B do not agree with the second point. In the example of the OBU signal not being operational, no GPS positions will be collected and sent as toll declarations from the EETS Provider to the TC, and thus no toll payment take place. Therefore, there is no need for reclaim. It is correctly understood that any penalty charge notice related to enforcement cases where the EETS User has not made proper use of the fallback solution (toll ticket) will only be attributed to the EETS User. However, in specific enforcement cases where the TC detects an active OBU, but does not receive toll declarations, the EETS user cannot be at fault/held liable (being in good faith). In such a case it will be a KPI penalty for the EETS provider.
23	EETS Domain Statement	Section 18 (The Main Service Provider's responsibility)	We do read this section in the way that the introduction of a Main Service Provider is neither planned nor considered in the future and therefore the market competitors within KmToll domain will be limited to the accredited EETS providers only. Can this assumption be confirmed?	It is correct that only EETS Providers will be allowed to be accredited to the Kilometer Tolling Scheme, and at the time of go-live of the Scheme no Main Service Provider is introduced.
24	EETS Domain Statement	Section 19 (Invoicing Policy)	Is it correctly understood that reference to S&B shall only appear on the invoice to the EETS User but does not need to be made by the EETS User in its settlement towards the EETS Provid-er, i.e. the EETS User does not need to make a dedicated reference on the payment or the EETS Provider does not need to make such reference analogously if the payment is withdrawn from the EETS User account? Is it correctly understood that the foundation for the customer invoice shall be only "valid transactions", which means, those trans-actions that will also be subject to settlement between the EETS Provider and the Toll Charger? Our understanding is that in the event the EETS Provider rejects a transaction, a clarification process with the Toll Charger needs to be performed, before such transaction can be re-issued by the Toll Charger, in corrected or again in the original version. Transactions, still in clarification cannot be considered as "valid transactions".	Unless any changes are made to the final version of the KmToll Law, it is correctly understood that the reference to S&B shall only appear on the invoice from the EETS Provider to the EETS User. S&B do not agree that transactions "in clarification process" are not considered valid. The EETS Provider is invoiced based on the recieved toll declarations, however, if the EETS Provider is invoiced, and it is documented that a mistake has been made, then the necessary correction will be made.

25	EETS Domain Statement	Section 21.2 (Technology and transaction policy)	Time of billing detail exchange will be bilaterally agreed between the parties. However and with respect to the previous question, it is not clear whether the cut-off time for billing details can be also mutually be agreed. For example, it could make more sense for an EETS Provider to cut-off trips at midnight (local time) Will it be possible to set up individual cut-off times and transmission times for each of the EETS providers?	No, it will not be subject to a bilateral agreement. It will be standardised for all providers.
26	EETS Domain Statement	Section 25.1 (Enforcement)	We understand that the presence of CCC is only of secondary relevance for the enforcement process, if at all. Therefore, CCC serves only as supplementary information, and its absence (only for OBU type 1) is tolerated and compliance with toll payment is assessed on the basis of toll declarations being present at the time of usage, as long as the vehicle is on the white list. Similar to the control process for OBU type 2. Does this view correctly reflect the understanding of S&B too?	CCC is in theory not needed in case the toll declaration is received, however, if the toll declaration is not received, the CCC information is used to determine if the EETS User is a potential violator or if the EETS Provider is liable. In other words, the CCC is necessary to detect whether the OBE was "active/not active".
27	EETS Domain Statement	Section 25.2 (Enforcement)	We understand that the provision of information for the purpose of enforcement is only referred to users that have an active contract with the EETS Provider at the moment of enforcement, i.e. are on a confirmed white list. Practically, this implies that due to data protection reasons, the EETS Provider must not disclose available information on a specific EETS user, if such information stems from a contractual relationship with an EETS user in a different Toll Domain than kmToll Do-main. Does S&B come to the same conclusion?	This is correctly understood, S&B will not ask for information on the EETS User's OBE operational status unless an observation is made in the moment of enforcement.
28	EETS Domain Statement	Section 26.1 (Monitoring and reporting)	Is the EETS provider entitled to freely choose the format of the report towards the Toll Charger as long as the provisions of annex I, section 6 are covered in the report? Furthermore, as most of the KPI are measured by the Toll Charger, we understand that those KPI to be reported will be those that have been measured by the Toll Charger and have been mutually agreed. Is this view shared by S&B?	S&B expect to provide the EETS Providers with a template (specific format) in which the report must be presented. The KPIs are to be reported by the Party which is designated to measure the KPIs according to requirements in Annex G, i.e., if the Toll Charger is the one to measure a KPI, it will be the Toll Charger that reports on the specific KPI and vice versa.
29	Annex A (Tolled Road Network)	Section 3 (This document)	Segment identification and tariff evaluation is in the Service Provider of Toll Charger scope?	S&B have a TC centralised calculation which includes segment identification and tariff evaluation, i.e., it is in the TC scope.
30	Annex C (Accreditation Process)	Section 3 (Introduction)	How will the TC ensure that other/parallel certifications will not affect the milestones?	S&B are aware of the complexity of accreditation of multiple providers in parallel. During Phase 3 (Preparation of test) S&B will together with the selected EETS Providers for round 1 plan in detail.
31	Annex C (Accreditation Process)	Section 3 (Introduction)	Can S&B please highlight what – if at all – the main differences, both in process and content, to the accreditation process from second round onwards are?	Firstly, S&B do not have resources to initiate a second round of accreditation until the providers from the first round are fully accredited, because S&B are building/implementing the scheme in parallel to the first round of accreditation. This is also the reason for conducting accreditation in sequential rounds. Secondly, S&B do not expect to open for application to the second round of accreditation before mid-2025. S&B will have a yearly window for application for new providers. Thirdly, the second round and onwards will have an overall shorter time schedule. For the first round of accreditation, dependencies to the overall implementation of the scheme dictate a longer overall time schedule. For the second round and onwards, S&B anticipate that accreditation can be done within 1 year. Fourthly, the second round and onwards will entail greater flexibility in time planning. For first round of accreditation, the accreditation procedure with the providers is a key success factor for go-live of the entire scheme. This is not the case for the second round and onwards, and therefore, S&B expect greater flexibility in testing with the providers. Lastly, the second round and onwards will entail less technical flexibility. For the first round, S&B require greater flexibility in the technical set-up as S&B are building the scheme. From the second round and onwards, the scheme will be operational, thus allowing less flexibility related to technical set-up/changes.
32	Annex C (Accreditation Process)	Section 4 (Time Schedule)	How can the fulfilment of the formal requirements of the application be confirmed prior to the submission of the application? What objective reasons can lead to non approval of the application? How can this be avoided/repaid?	In Section 4.1.1.1 it is written "The Toll Charger reserves the right to request additional information from the EETS Provider in case the Letter of Application is not complete or does not include sufficient information for the Toll Charger to execute its review". S&B believe this sentence covers the possibility for the EETS provider to "repair" on missing information in the application.
33	Annex C (Accreditation Process)	Section 4.1 (Application and Evaluation)	Is it correctly understood that there seems to be a high emphasis on "keeping the deadline" for accreditation, why the presentation from the EETS Provider shall also focus on the special circumstances of the first round, with its peculiarity of parallel accreditation and system implementation on both sides?	Yes, this is correctly understood.
34	Annex C (Accreditation Process)	Section 4.3 (Phase 3: Preparation of test)	Could it be shown more precise in the timeline. When should connectivity be performed?	Proof of connectivity is expected to take place no later than 31 January 2024. The EETS Provider must make sure that they in the period between 1 October 2023 - 31 January 2024 allocate enough time to perform the necessary test in order to prove connectivity.
35	Annex C (Accreditation Process)	Section 4.5 (Phase 5: Pilot Operation)	Will the deposit of 1 Mio DKK only apply for the first round?	The deposit of DKK 1m is intended for all rounds of accreditation.

36	Annex E (Technical Conditions)	Section 4 (System architecture and interfaces)	The required profile EN 16986:2022 excludes the use of CCC related ADUs (supported by its underlying standard ISO 12855:2022), but leaves it to bilateral agreements. Thus allowing to establish an interface, well covered within the applicable standards. Has S&B investigated this option?	Yes, S&B have investigated this option. The final requirements will be published in the EETS Domain Statement.
37	Annex E (Technical Conditions)	Section 6.1.1 (Personalisation of the OBE)	As personalisation can also happen OTA, the validation of an accurately personalised OBE might require the help of the EETS User to confirm prior the use of the device, that in fact all static attributes are correctly reflected in the OBE. This can be either done actively (through confirmation mechanisms on the device itself) or by omitting its use in the case of an detected mismatch. In both cases, we do consider this level of involvement of the EETS user fully tolerable and in line with a contractual duty to support the accuracy of the information provided to the EETS provider. Does S&B shares this view?	Yes, S&B share this view.
38	Annex E (Technical Conditions)	Section 6.1.1 (Personalisation of the OBE)	It is stated that no active management of dynamic vehicle parameters by the user is required and axes are explicitly mentioned. We do understand that this also means that dynamic weight changes are not required, thus implying that a vehicle is always tolled based on its maximum possible weight (ISO 17573-3 attribute VehicleTrainMaximumWeight, F.3 weight in European vehicle papers), but not on the current weight at the time of road usage (as for example in Germany, ISO 17573-3 attribute VehicleCurrentMaxTrainWeight). In consequence, no HMI change option for weight class needs to be supported by the OBE. Is this understanding correct?	It is correctly understood that no dynamic vehicle parameters are applied and no HMI change option for weight class is needed to be supported in the OBE. As stated in the answer to question 4, the weight(class) used to toll the vehicle is determined based on the technically permissible maximum laden mass of the vehicle and not the current weight of the vehicle at the time of road usage.
39	Annex E (Technical Conditions)	Section 6.1.1 (Personalisation of the OBE)	Attribute TBD: CO2 class. When does KmToll expects to have final version ready describing this attribute?	S&B expect to publish APIs in releases incl. the CO2 attribute. See answer to question 55.
40	Annex E (Technical Conditions)	Section 6.1.1 (Personalisation of the OBE)	Attribute TBD: CO2 class. Do KmToll plan to share a detailed specification of how CO2 class is calculated according to KmToll requirements in order for the TSP to validate compatibility with existing implementation?	It is yet to be determined.
41	Annex E (Technical Conditions)	Section 6.1.1 (Personalisation of the OBE)	Do KmToll plan to share a reference CO2 calculator service that can be used by TSPs to confirm their CO2 class calculation?	No, S&B do not plan to make a CO2 calculator service available.
42	Annex E (Technical Conditions)	Section 6.3 (OBE Type 2 specific requirements), Bullet 6	We do understand that there are no restrictions on how the "request" is expressed by the user (e.g. dedicated HW-buttons, programmable SW-buttons, voice activation, etc.). Does S&B agrees?	Yes, it is correct that there are no restrictions to how the request are handled.
43	Annex E (Technical Conditions)	Section 6.3.1 (OBE Type 2 specific accreditation notes)	You state "Reaccreditation of OBE Type 2 will be required in case of changes to OS platform or new hardware modules becomes available unless the EETS Provider can document that changes and up-dates do not fundamentals on which the OBE Type 2 accreditation is based and do not compromise precision and operational liability." What is required for the documentation of 'that changes and updates do not fundamentals on which the OBE Type 2 accreditation is based and do not compromise precision and operational liability'?	This is to be defined.
44	Annex E (Technical Conditions)	Section 6 (OBE requirements)	We have read that two types of OBUs are allowed, with and without support for DSRC communication. Could you please explain the background for this? Have you foreseen any differences in the remuneration (i.e. Remuneration per active OBU), dependent on the OBU type provided?	OBE Type 1 in the market already includes DSRC, and it is S&B opinion that the data collected real-time on the road are more valid. In addition, DSRC is used for data minimisation purposes. For OBE Type 2, the CCC similar interface creates a bigger data processing load, but is considered necessary (see answer to question 29) The CCC-similar interface is considered similar to "Request ADU CCC data". Differences in remuneration per active OBE for OBE Type 1 and OBE Type 2 are not foreseen.
45	Annex E (Technical Conditions)	Section 7 (Exception list handling)	Did we correctly understand that no incremental removal from WL is supported?	Yes, this I correctly understood.
46	Annex E (Technical Conditions)	Section 7.1 (Moment of validity)	We understand that for a BL becoming effective at the given time, successful transfer (incl. ACK) of the BL is required before. Can this be confirmed?	Yes, this I correctly understood. The blacklisting must have been received and acknowledged by the TC and in general comply with requirements for blacklisting in Annex E (Technical conditions) before taking effect.
47	Annex F (Interface Specifications)	Section 3 (Introduction)	"It is not the intention that this specification describes in detail each field that are exposed in the API endpoint, as this will be documented using the OpenAPI v. 3.1 (link) using REST API." When do you expect to release a final version of the Open API definition?	S&B expect to publish API in releases. An NDA (non-disclosure agreement) will be prepared, and for those EETS Providers who have applied for the first round of accreditation, it will be possible to sign the NDA and get access to the API and field description as they are being developed. A process for this is currently being finalised.
48	Annex F (Interface Specifications)	Section 3 (Introduction)	When is a sandbox/developer environment expected to be available?	S&B expect to make available the developer portal by 1 October 2023. In case anything is available before, S&B will let the EETS Providers know.
49	Annex F (Interface Specifications)	Section 4.1 (Message level protocol: REST)	Is it correctly understood that the shown methods, both in the example figure as well in the example table are not generally valid and that for each interface S&B will list explicitly the allowed methods as well as the applicable URI in future releases of this document?	Specific applied methods and URI will be made available to the EETS Provider either in future releases of Annex F (Interface specifications), in supporting documentation, and/or in the API management system. S&B is still in the process of defining the exact levels of documentation.
50	Annex F (Interface Specifications)	Section 4.2 (Message types and interfaces)	To the contrary described in Section 7/7.1. of Annex E the enumeration of message types, states that Exception Lists (i.e. WL and BL) can be incremental. Which information is accurate?	Both white and black lists are supported. White lists can be full and/or incremental. Black lists will be full list only.
51	Annex F (Interface Specifications)	Section 4.2 (Message types and interfaces)	The exchange of Trust Objects is planned to be manually. We assume that the Trust Objects themselves will be exchanged in its original file format (and in line with the provisions for alternative transfer mechanisms for Trust Objects, described in EN 16986), i.e. without the need of using the TrustObjectAdu (as ASN.1 encoded XML or using FTP). Is this assumption correct?	S&B do not expect to use TrustObjectAdu to exchange Trust Objects.

52	Annex F (Interface Specific)	Section 4.2 (Message types and interfaces), Tolldelaratations_sect	<p>Could you elaborate the definition of this 30 min. batch. We expect (not clear to us) that we should receive position data each 1-5 second from each OBU in use. This is a significant amount of data, which has to be processed into toll declara-tions. This means that position data send from an OBU i.e. 12:00 – 12:30 i.e. would be able to be distributed 13:30. We could have 20.000 OBU in use at the same time. Should we in this case send 20.000 TD each 30 minute. Or should we send each 30 min for each OBU, mean-ing that we would send TD continuously, but for each OBU only every 30 min. Also – should TD always be sent in time chronological or-der?</p> <p>A case could also be that the OBU has used buffer as network was not available, in this case we would have PO data i.e. for 2 hours, which is delivered to us at once, mean-ing that the TD send on the next batch would contain PO data for up to 2,5 hour</p> <p>We would also like you to elaborate, why you suggest buffer-ing in 30 min. for optimizing the processing flow, it is by our vendor suggested that TD is crated on the fly as they arrive from the OBU proxy</p>	<p>S&B expect that data is sent in batches, but not all at the same time. In the question it is the second option which is relevant. To be clear: if we use 30-minute batches, we do NOT want data for all OBUs to be sent at 13:00, and then again at 13:30, etc., but that the data is sent from each OBU asynchronously from other OBUs. We do want the data to be sent chronologically. S&B expect to lower the time period per batch/package to 1 package per 5 minutes rather than every 30 minutes. The buffering requirement is based on attempting to optimise both the flow of data and the processing of incoming data. The size of batches, and hence the buffering, is a compromise between efficient transfer of data and efficient processing of data.</p>
53	Annex F (Interface Specific)	Section 4.3 (interfaces, transactions and ADUs)	<p>Has the use of a PICS (Protocol Implementation Conformity Statement) document taken into consideration? And if affirmative, when would such document would be made avail-able?</p>	<p>S&B do not expect to use and/or publish PICS documents.</p>
54	Annex F (Interface Specific)	Section 5 (Commen aspects for all interfaces)	<p>We do understand that the access to API will be secured via the internet without the need to use a dedicated VPN connec-tion. Can this be confirmed by S&B?</p>	<p>Correct. S&B will use HTTPS with security keys.</p>
55	Annex F (Interface Specific)	Section 5 (Commen aspects for all interfaces)	<p>We understand that some interfaces will not require multiple parallel API calls. However, for Toll Declaration this is considered to be necessary to ensure expected transmission frequency and KPI.</p>	<p>Yes, S&B will allow parallel API calls when this is considered appropriate, e.g., in the case of toll declarations.</p>
56	Annex F (Interface Specific)	Section 5.5. (Versioning)	<p>What will be the requirements for end-of-life announcements on API versions?</p>	<p>S&B are in the process of detailing thes requirements.</p>
57	Annex F (Interface Specific)	Section 6.6 (Context_Data interface)	<p>The availability for the TSP of Toll Context Data might be required for the purpose of offering to its customer an in-creased level of transparency of their toll trips (e.g. visualisa-tion on the map) Will there be alternative means for the TSP to obtain context data, if an interface implementation is waived, as for exam-ple downloadable ZIP files?</p>	<p>S&B will look into the possibility of sharing toll context data with the EETS Provider.</p>
58	Annex G (Key Performance)	Section 6.6 (KPI_DE6)	<p>What is the impact if a white list is not delivered? The principle has to apply that a whitelist received is valid until the next whitelist is received.</p>	<p>A delayed WL (full and/or incremental) could impact the TCs' enforcement flow. This could lead to cases where an EETS User is fined despite having an agreement with an EETS Provider, because the Toll Charger, at the moment of enforcement, has not been informed about the relationship between the EETS Provider and EETS User via the WL. This could imply additional workload related to customer services, e.g., if the EETS user complains over receiving a wrongful penalty charge notice.</p> <p>S&B agree with the principle that if no new WL is received, the latest WL (full and/or incremental) will remain the valid WL.</p>
59	Annex G (Key Performance)	Section 6 (Calculation of KPIs)	<p>What information/data will be made available to the TSP by the TC to contrast calculations and accuracy of source data?</p> <p>When will S&B publish the process for the provision and subsequent discussion of the measured KPIs?</p>	<p>Each quarter S&B will provide the EETS Provider with a statement during the quarterly status meeting of the end results of the KPI calculation. For the time being, it is not planned to share detailed calculation of the KPIs, however, in cases of disagreements, S&B would be open to comparing calculations.</p> <p>There will not be a separete process. The KPI reduction will be presented at the quarterly status meeting, and if there are any diagreements, these will be discussed on the meeting and/or followine the meeting before the final invoice is sent</p>
60	Annex H (Testing)	Section 5 (Testing during the Accreditation Procedure)	<p>We understand the pilot as a driving test rather than a pilot in the classical sense. This will be on a test environment as "opera-tional like conditions" could indicate?</p>	<p>The Pilot Operation is carried out in the production environment. However, for S&B the production environment for the pilot operation is viewed as a "test environment", because it will not impact any exisiting data/operation on the S&B side since the Scheme is newly implemented.</p>
61	Annex H (Testing)	Section 5.4 (Testing during the Accreditation Procedure)	<p>We do understand the point "trialing the entire KmToll Scheme" in such way, that the system on TC side will be ready to deter-mine road usage on the complete network and with all tariff vari-ants existing, thus allowing to include whatever customer into the pilot operation's population, without restriction regarding vehicle or driving patterns, as already exposed in our comments to An-nex C</p> <p>Is this view shared by S&B?</p>	<p>The answer is the same as for question no. 10. S&B expect to introduce restrictions related to the minimum number of vehicles and driving pattern, however, detailed specifications and restrictions of the Pilot Operation are still being prepared.</p>
62	Annex H (Testing)	Section 5.5 (Testing during the Accreditation Procedure)	<p>What are in detail the requirements for phase 6 that need to be fulfilled?</p>	<p>Detailed requirements for Phase 6 (Service Trial) are still to be defined.</p>
63	Annex H (Testing)	Section 5.5 (Testing during the Accreditation Procedure)	<p>Please also comment on the 100 day trial period, whether is is a fixed time period or considered a floating time window, implying to show 100 consecutive days of error-free operations, which could prolong the overall period considerably?</p>	<p>Requirements are to fulfil KPIs for 100 consecutive days as a "floating time window", i.e., implying that if there are major changes/errors, the 100 days will start over, thus, prolonging the overall period.</p>
64	Annex H (Testing)	Section 5.3.2 (Testing during the Accreditation Procedure)	<p>Concerning the DSRC test do you plan to perform some labora-tory test?</p>	<p>No DSRC is not used for toll collection purposes in KmToll Scheme, which is why S&B do not expect to conduct comprehensive laboratory tests. However, if needed, e.g., if the OBU has never been in operation in other toll domains, S&B may require the providers to provide S&B with test reports from laboratory test for review.</p>
65	Annex H (Testing)	Section 5.3.4 (End-to-end tests)	<p>You state that "The EETS vehicles and hardware versions , equipped with all types of OBE, both software expected to be used in operation, driving on the tolled road network". For OBE type 2, we do not expect to test all possible smart phones avail-able on the European market. However, we expect to test the operating systems that we support in the OBE type 2. Is that a fair assumption?</p>	<p>It is correct that S&B only require test of the software versions for the OBE Type 2.</p>

66	Annex H (Testing)	Section 6 (Testing during Operation)	In which environment will the test be performed? Such tests must not be outside standard operational processes. It cannot be expected from the EP to perform tests that would for example require to manually intervene in the standard processes (e.g. intentionally creating errors, data manipulation etc.).	From 1 January 2025 the scheme will be in production, and any tests necessary will take place in test environments in order not to affect standard processes.
67	Annex H (Testing)	Section 6 (Testing during Operation)	Will costs borne by the TC (in case of unfounded suspicion) also include the costs incurred by the EP?	Yes, it is correctly understood that in case the TC's suspicion is refuted by the EETS Provider, the TC will cover the cost on the EP side for requiring the test.
68	Annex I (Service Condition)	Section 4.1 (Service Management)	We do understand that the SPOCs will act as entry-gate and gate-keeper for all in/outbound communication TC/TSP. Their duty will therefore mostly consist in channelling information to / from the appropriate support level. We do understand too that the EP's employees will have to have knowledge corresponding to their respective level (or higher, considering 1st level being the lowest level). Does KmToll shares this view?	The Toll Charger's SPOC will be the primary contact person related to communication with the EETS Provider. This SPOC will be situated within the Toll Charger's Service Delivery team. The Service Delivery team's responsibility covers, among other things, contract management, reporting, follow-up on KPIs, and complaint handling. Furthermore, they will have a low understanding of technical issues and be the one to channel information to / from the appropriate support level. Employees from the Toll Charger's Business Application Support division will be appointed to cooperate with the EETS Provider on technical matters such as testing, daily operation, and re-certification, among others.
69	Annex I (Service Condition)	Section 6.1 (ii) (Monitoring and reporting)	KPI compliance can only be reported based on the information provided by the TC. We do assume that KPI measurement results will be bilaterally discussed and agreed upon, prior to the due date of the quarterly monitoring report, here contemplated. Is this understanding correct?	Yes, S&B agree with this understanding.
70	Annex I (Service Condition)	Section 6.1 (v) (Monitoring and reporting)	Will the TC provide some cluster for categorisation of complaints? For analytical purposes a structured (and streamlined with other EPs) approach will facilitate the work of the TC.	TC will provide categorisation.
71	Annex I (Service Condition)	Section 6.1 (vi) (Monitoring and reporting)	We assume that only incidents on the OBU of certain level (for ex-ample > "high" category) to be reported. Is this correct?	With reference to the specific point of (vi) in section 6.1, S&B do not expect reports on all OBE incidents, but on OBE failure, i.e., cases where the OBE breaks down and the EETS User needs to find alternative ways to pay toll.
72	Annex I (Service Condition)	Section 9.4 (ii) (Complaint handling procedure)	Is it expected that the actual TD is stored at the TSP for all the time that a complaint can occur + handling time. This would require a significant storage capacity which also is a major cost driver. As the TD I composed from different systems, we suggest that we store the minimum of information which is required to compose a copy of the original TD. Alternative, if the TD always is stored at you, then you could provide the TD (preferred from our side)	S&B requires the EETS Provider to be able to resend the TD for a period of 30 Days, why the EETS Provider must be able to store and/or recreate the TD within this timeframe. In general, the EETS Provider must store necessary data to support complaints from the EETS Users according to the complaint handling procedure. It is okay with S&B if the EETS Provider can do this by storing a minimum of information to compose a copy of the original TD.
73	EETS Provider Agreement	Clause 7.2 (Handling of the EETS Users)	Can the Toll Charger demand payment of tolls with no time limit? Please clarify. The current state of the art is to send transit transactions not later than 6 months/1 year at very latest. This time limit is valid to first emission of transactions. Transactions generated by corrections (i.e. after a customer claim and thus no first emissions) have a usually limit extended of 4-6 months.	S&B expect to introduce a time limit similar to the current state of the art as described in the question.
74	EETS Provider Agreement	Clause 10.2.2 (Economic and financial conditions)	Do S&B agree that the financial strength indicator must be used only for the purposes of this agreement and must be considered Confidential Information?	Yes, S&B agree that the financial strength indicator is confidential information and will thus not be shared with others.
75	EETS Provider Agreement	Clause 10.2.3 (Economic and financial conditions)	Will the amount in the unconditional and irrevocable guarantee or deposit in the first year of contract be estimated by the EETS Provider based on the EETS Provider's business plan for the specific Toll Domain? Will this amount have to be approved by Toll Charger? From the second year, will the amount be communicated to EETS Provider by Toll Charger?	Question 1: Yes. Question 2: Yes, as part of the EETS Providers' presentation to the Toll Charger. Question 3: S&B will make a credit rating and communicate to the EETS provider if any changes must take place in the amount of the guarantee and on which grounds.
76	EETS Provider Agreement	Clause 10.3.1 (ii) (Economic and financial conditions)	Do S&B agree that invoicing on the "7th or 15th day" should be interpreted so the EETS provider will commit its bank to transfer the amount so that the TC will receive it on day 7th or 15th. The correspondent record in the bank account of the TC may be reported a few days later, depending on the in-volved banks?	If the TC creates an invoice on 31 March, the invoice will contain a due date 14 April. The EP must then pay the invoice no later than the 14 April, why the money will be in the TC bank on the 15 April. In case the 14 April is a Saturday, then the amount will not leave the EP account until Monday the 16 April and the amount be visible in TC bank 17 April. This will be OK. S&B is aware that this might be the case. The same examples applies whether payment is due on the 7th or 15th day.
77	EETS Provider Agreement	Clause 10.3.2 (Economic and financial conditions)	What is the exact Danish interest?	The central bank of Denmark, Danmarks Nationalbank, sets the monetary policy interest rates. Official interest rates can be found on https://www.nationalbanken.dk/en/marketinfo/official_interestrates/pages/default.aspx .

78	EETS Provider Agreement	Clause 12.2 (Compliance with regulatory requirements)	We believe the Toll Charger should be considered a Data Processor and the EETS Provider a Data Controller for the personal data (i.e., license plate) included in the White List of customers who may never transit along the highways covered by the agreement and may never become EETS Users.	<p>S&B affirm our stance on the subject of the allocation of data controllership for the processing of data in the context of distance-based road pricing. By law, S&B have been given the role of toll charger, and any processing of personal data in this context is performed for the purposes of fulfilling these legal requirements, thus making the purposes of the processing the ones of S&B. EETS providers will process data in order to provide their services to their customers, thus making them the (separate) controller of the data in that context. Upon the collection of tolls via the EETS provider's services in the Toll Charger's toll area, the EETS provider discloses the data to the Toll Charger, passing on the data and the controllership, as the Toll Charger processes the data for its own purposes, cf. the national legislation assigning the role of Toll Charger to S&B.</p> <p>As for the provision of white lists, the provided data sets contain the possible toll subjects that might pass through the Toll Charger's tolling area in order to enable the Toll Charger's collection and enforcement of tolls, and in order for the EETS provider's customers to use the EETS provider's services to allow the ease of automatic and simple toll payment when passing through tolling areas. The white lists enable the Toll Charger to correctly charge toll fees when the EETS provider's customers pass through the Toll Charger's tolling area, thus supporting the Toll Charger's purposes. Additionally, the provision of white lists support the EETS provider's purposes of providing easy tolling services based on an EU standard to their customers. On this basis, S&B takes the stance that the provision of white lists is a necessary and integral element of the processing purposes of both sole controllers.</p> <p>As for the concerns regarding disclosing too much personal data to another data controller, the Toll Charger and the EETS provider in their roles as separate controllers (as established above) are naturally subject to GDPR and, thus, the principle of data minimisation. Therefore, any concerns regarding the disclosure or reception of too much data, and therefore processing too much data, must be addressed by the controllers themselves.</p> <p>Nothing hinders the separate controllers from cooperating to ensure that data transfers take place in line with the principle of data minimisation, but this does not change their roles as separate controllers. This is merely aligning their respective technical solutions to enable proper data transfer.</p> <p><i>Additionally, both separate data controllers naturally have to fulfil the obligation to provide the information to the data subjects, cf. Chapter III</i></p>
79	EETS Provider Agreement	Clause 13.3.2 (i) (Term and termination)	The word "trustworthiness" is too vague. Please clarify the meaning.	<p>It is stated that "the breach has affected the effectiveness, functionality, and reliability of the Services and/or its trustworthiness towards the EETS Provider, the EETS Users, the Toll Charger, or any other third parties;". The term "trustworthiness" covers acts and/or omission, e.g., related to corruption scandals, money laundering, criminal offenses, falsified information, etc.</p>
80	Annex 2 (Preconditions)	Table 1.0	Is there any template available for the Lette of Application?	No specific template is provided. S&B just require that the Letter of Application is submitted via e-mail according to the requirements stated in Annex C (Accreditation Procedure).
81	Annex 2 (Preconditions)	Table 1.3	<p>The proof of the registration is available in national language at the Ministry web site and duly updated, do you need a translation?</p> <p>Is a 'normal' translation in English OK or do S&B request sworn translation?</p>	S&B do not require that the EETS Provider uses time/money on translation of the official EETS registration document if the provider does not already have such translation. However, if the provider already has the English translation, the provider is asked to please include this as part of the application. A link and/or copy of the registration document is considered OK, however, it is preferred that both link and copy are included in the application.