The Contractor and OBOS are required to meet all Requirements as stated in the Scope of Work and related appendices. In addition, in <u>Table 1</u> below, the Authority has identified specific Key Performance Indicators (KPIs) that the Contractor and OBOS must meet or exceed during the Operations and Maintenance Phase for the Contractor to avoid invoice adjustments. As indicated in Section 9 of the Scope of Work, the Contractor is required to monitor, track and report on compliance/non-compliance with these KPIs.

System Availability

The System shall be available to Users with full functionality twenty-four (24) hours a day, seven (7) days a week, 365 days per year, except as indicated below.

<u>System Availability Definition:</u> The System is considered "available" when the overall System, including all hardware, software, components, and related processes, is properly functioning as required. This includes, but is not limited to, the System being available for User interaction, properly exchanging data with internal and external interfaces, properly processing and reconciling data.

- OBOS downtime as a result of the Authority Approved System Maintenance will not count against the
 Contractor in the KPI calculation of System Availability as follows: OBOS downtime related to Approved
 System Maintenance will be the lesser of the number of OBOS downtime hours requested and Approved
 by the Authority or the actual number of hours the OBOS was down as a result of the Approved System
 Maintenance.
- Maintenance that does not affect OBOS availability shall not be counted as OBOS downtime for purposes of the availability calculation.

For the purposes of these KPIs, System Availability shall be calculated as follows:

 Availability Calculation: # of hours the System is available during the month /{(# of Calendar Days in the month x twentyfour (24) hours) – (the lesser of Approved System Maintenance downtime or actual OBOS downtime) # of scheduled system maintenance approved by the Authority)}

<u>System Availability – Example Calculation</u>

- Assumption for example
 - Actual System Availability for the month of April = 700
 - Calendar Days in April = 30
 - Hours per day = 24
 - Approved System Maintenance downtime = 4 hours

$$700 / [(30 \times 24 = 720 \text{ hours}) - 4 = 716] = 97.8\% \text{ Availability}$$

- Example calculation of Invoice Adjustment Based on an Adjustment Threshold of 99.9%
 - o Actual System Availability for the month is 97.8%
 - o Adjustment Threshold 99.9% less 97.8% = 2.1%
 - Invoice Adjustment (amount deducted from monthly invoice) = 3% of the total invoice amount for the month

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Response and Repair Times - Definitions

- "Contractor becoming aware of the issue": Defined as a maintenance ticket being opened by the
 Authority or the Contractor, a System Alert occurring, identification during routine Maintenance, or
 communication from an entity/system with which the System interfaces.
- "Resolve": Defined as when the fault condition is corrected and verified that the System has returned to normal operations and is fully functional.

Notes:

- All calculations are rounded to three (3) decimal places (example .999 or 99.9%).
- If the System is unavailable, other assessments may be paused, at the sole discretion of the Authority, to prevent duplicate invoice adjustments.
- The assessment of all invoice adjustments is at the sole discretion of the Authority.
- Unless otherwise indicated, compliance/non-compliance shall be measured on a monthly basis.
- All KPIs and related invoice adjustments are independent of each other and shall be calculated and assessed separately.
- For circumstances completely outside the control of the Contractor, such as failure of an Authority internet
 connection for which the Contractor is not required to provide a backup, then the Authority will consider a
 waiver request for specifically impacted KPIs for the affected period. Approval of the waiver will be solely at
 the discretion of the Authority however such approval shall not be unreasonably withheld.

Table 1 - Key Performance Indicators

| KPI# | Key Performance Indicators | Adjustment Threshold | Invoice Adjustment (Reduction for Non- Compliance) | | | |
|---|---|-------------------------|--|--|--|--|
| System Availability (see details and calculation below) | | | | | | |
| 1 | The OBOS shall be available twenty-four (24) hours/day, seven (7) days/week excluding any Approved Maintenance Period. | 99.5% | 1% of monthly invoice for each 1% (absolute) or part thereof which is below the threshold (see calculation example above). | | | |
| Contractor/System Response Time (see details and calculation below) | | | | | | |
| 2 | Priority 1 - 3: The Contractor shall advise the Authority, in writing, of all System issues within one (1) hour of "the Contractor becoming aware of the issue" (see definition above). | 100% | \$100 per hour or part thereof in which the Contractor is not in compliance with the KPI | | | |
| 3 | Priority 1 - The Contractor shall "resolve" each Priority 1 issue within four (4) hours of "becoming aware of the issue." | 100% | \$500 per hour or part thereof in which the Contractor is not in compliance with the KPI | | | |

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| KPI# | Key Performance Indicators | Adjustment Threshold | Invoice Adjustment (Reduction for Non- Compliance) |
|------|--|--------------------------------|---|
| 4 | Priority 2 - The Contractor shall "resolve" each Priority 2 issue within six (6) hours of "becoming aware of the issue." | 100% | \$250 per hour or part thereof in which the Contractor is not in compliance with the KPI |
| 5 | Priority 3 - The Contractor shall "resolve" each Priority 3 issue within forty-eight (48) hours of "becoming aware of the issue." | 100% | \$100 per eight (8) hours or part thereof in which the Contractor is not in compliance with the KPI |
| 6 | In the event that the Contractor determines that a Priority 1 or 2 issue cannot be resolved within the required time period based on the assigned priority level, the Contractor shall provide a resolution schedule for the Authority's approval within eight (8) hours of the Contractor becoming aware of the Priority 1 or 2 issue. Note: The Authority's Approval of a resolution schedule that is not in compliance with the KPIs does not relieve the Contractor of any associated invoice adjustment. | 100% | \$500 per hour or part thereof in which the Contractor is not in compliance with this KPI |
| 7 | All scheduled standard/pre-defined reports shall be available to Users by the scheduled report time/date. | 100% | \$500 per day for each day in which any report is not in compliance with the KPI |
| 8 | All standard/pre-defined System reports shall be generated and available to the User within ten-fifteen (150) seconds from the report request submission by the User. Compliance will be calculated using a monthly average of the report generation time. | 100% | \$500 per day for each report that is not in compliance with the KPI |
| 9 | Latency in the transmission of Completed Transactions to the CCSS shall be no more than one hour. | 100% of Transactions | \$500 per day for each day not in compliance with the KPI |
| 10 | Latency in the transmission and processing of CCSS inbound and outbound Amendments shall be no more than fifteen (15) minutes. | 100% of Amendments | \$500 per day for each day not in compliance with the KPI |
| 11 | Latency in the transmission and processing of Collection Amendments and Transactions shall be no more than fifteen (15) minutes. | 100% of Amendments | \$500 per day for each day not in compliance with the KPI |
| 12 | Latency in the transmission of the POSI list (including full and incremental files) to TOBS and/or the RTCS shall be no more than fifteen (15) minutes. | 100% of all POSI list files | \$500 per day for each day not in compliance with the KPI |

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| KPI# | Key Performance Indicators | Adjustment Threshold | Invoice Adjustment (Reduction for Non- Compliance) |
|-------------|--|-------------------------|--|
| Disaster Re | ecovery | | |
| 13 | In case of production system failure and transfer of production to the DR site, the Recovery Point Objective (RPO) shall not exceed 5 seconds. | 5 seconds | \$5,000 per occurrence for which the KPI is not met. |
| 14 | In case of primary system failure, the transfer of production to the Disaster Recovery site shall be completed with a Recovery Time Objective (RTO) of 4 hours. | 4 hours | \$5,000 per occurrence for which the KPI is not met. |
| 15 | During the annual DR test, the OBOS shall meet the RTO KPI of 4 hours. | | \$2,500 per test failure for which the KPI is not met and \$2,500 per week until a retest successfully demonstrates compliance with the KPI. |
| System Se | curity/Audits | | |
| 16 | Contractor or System deficiencies disclosed as a result of any required audits, assessments or scans shall be resolved within 10 Business Days of the report date or within the time period agreed to by the Authority, via written Approval of the Contractor's remediation plan. | 10 Business Days | \$500 per day for each unresolved issue that is not in compliance with the KPI. |

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