

## Exhibit A – Project Payment Milestones

During the Design and Implementation Phase of the Project, the Contractor shall be paid the total amount for the Design and Implementation Phase, per the Contractor’s Price Proposal, based on the following Project payment milestones.

| Payment Milestone Number | Design and Implementation Phase Project Payment Milestones  | Milestone Payment % |
|--------------------------|---|---------------------|
| 1.                       | <b>Mobilization (30 days after NTP)</b>   | 5%                  |
| 2.                       | <b>Approval of the following Preliminary Planning Documents</b><br>Project Schedule<br>Project Management Plan<br>Software Development Plan<br>Quality Assurance/Quality Control Plan<br>Risk Management Plan<br>Master Test Plan   | 5%                  |
| 3.                       | <b>Approved System Design Document (final)</b><br>Data Migration Plan<br>Security Management Plan<br>Requirements Traceability Matrix   | 15%                 |
| 4.                       | <b>Successful Completion and THEA's Approval of the following Tests and Documentation</b>   |                     |
| 5.                       | External Interface Test (EIT) Plan and Scripts<br>EIT<br>EIT Report   | 2.5%                |
| 6.                       | Factory Acceptance Test (FAT) Plan and Scripts<br>FAT<br>FAT Report<br>User Manual<br>Transition Plan   | 5%                  |
| 7.                       | Operational Readiness Test and User Acceptance Test Plan and Scripts<br>Operational Readiness Test and User Acceptance Test<br>System Configuration Table<br>Operational Readiness Test and User Acceptance Test Report<br>User Authorization Matrix<br>Training Plan<br>System Administration Manual<br>Maintenance Plan | 12.5%               |
| 8.                       | Security and Network Penetration Test Plan and Scripts<br>Security and Network Penetration Test<br>Security and Network Penetration Test Report   | 5%                  |
| 9.                       | Disaster Recovery Test<br>Disaster Recovery Test Plan and Scripts<br>Disaster Recovery Test Report<br>Training Materials and Manual   | 5%                  |
| 10.                      | Go-Live<br>Go-Live Test Plan and Scripts<br>Go-Live Test<br>Go-Live Test Report   | <del>10</del> 20%   |
| 11.                      | RTCS Interface Test Plan and Scripts<br>RTCS Interface Test   | 5%                  |

|     |  |                |
|-----|--|----------------|
|     | RTCS Interface Test Report<br>As Built SDD   |                |
| 12. | Succession Plan<br>RTCS Toll Site Commissioning Test Plan and Scripts<br>RTCS Toll Site Commissioning Test<br>RTCS Toll Site Commissioning Test Report | 5%             |
| 13. | <b>Successful Completion and Authority's Approval of the Service Organization Control (SOC) 2, Type 1 Audit Report</b>                                 |                |
|     | Initial SOC 2, Type 1 Audit Report   | 5%             |
| 14. | <del>Stage 3 – OBOS/RTCS Completion</del>  | -              |
|     | <del>State 3 – OBOS/RTCS</del>   | <del>10%</del> |
| 15. | <b>System Acceptance</b>   |                |
|     | System Acceptance Test (SAT) Plan and Scripts<br>Successful Completion and THEA's Approval SAT<br>SAT Report   | 10%            |
|     | <b>TOTAL</b>   | <b>100%</b>    |

Five (5) percent of each payment milestone amount shall be retained by the Authority. Retainage shall be paid out to the Contractor upon the Authority providing the Contractor with System Acceptance.

The Contractor will only be allowed to invoice for, and the Authority will only approve and pay for, a payment milestone once the Contractor completes and has received the Authority’s approval of every deliverable associated with a payment milestone as outlined above.

The milestone payment schedule described herein applies to the milestone payments the Authority will pay the Contractor for the Design and Implementation Phase of the Project. Any arrangement for payment for the Contractor’s subcontractor(s) is solely between the Contractor and its subcontractors and is not a part of this Contract.