

**Operational support and maintenance – Ferde Toll Collection systems**

**SSA-V, Appendix 5**

**Service level with standardised price reductions**

## The Agreement, clause 2.2.4 User support

The Contractor will not provide user support.

## The Agreement, clause 2.2.5 Defect management

The following error definitions shall apply:

|  |  |  |
| --- | --- | --- |
| **Level** | **Category** | **Description** |
|  **A** | Critical error | - Error that results in the stoppage of the software or equipment, a loss of data, or in other functions that, based on an objective assessment, are of critical importance to the Customer not working as agreed. - The documentation being so incomplete or misleading that the Customer is unable to use the software or the equipment, or material parts thereof. |
|  **B** | Serious error | - Error that results in functions that, based on an objective assessment, are of importance to the Customer not working as described in the agreement, and which it is time-consuming and costly to work around. - The documentation being incomplete or misleading, and this resulting in the Customer being unable to use functions that, based on an objective assessment, are of importance to the Customer. |
|  **C** | Less serious error | - Error that results in individual functions not working as intended, but which can be worked around with relative ease by the Customer. - The documentation being incomplete or imprecise. |

### The Agreement, clause 2.2.7 New versions

**<The supplier’s response (ref appendix 1 2.11.5)>**

## **The Agreement, clause 11.4.3 Standardised damages and hourly** **liquidated damages**

All errors must be reported via the Customers electronic error reporting system, Jira. Ref. appendix 1 section 2.6.1.

### Process Categorization and System Uptime

The table below is listing the most common processes in the system. Each process is marked with a priority, representing the consequence of critical of errors in the specific process. It is expected that all processes are available at any time, however the uptime requirements and response times for priority 2 processes are lower.

The Customer Service Application does not have any uptime requirements, but priority 2 response times apply from the time corrective measures have been ordered by the Customer.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Component / Process | Description | Normal Frequency | Category | Priority |
| TC solution - Appian | Nobody can logon to the system | Continuously | A | 1 |
| HUB | We are not able to receive files from AutoPASS HUB | Daily | A | 1 |
| HUB | We are not able to send files to AutoPASS HUB | Daily | A | 1 |
| AutoPass HUB - Image Database | Not able to show images from the Image Database in the TC solution | Continuously | B | 1 |
| Invoicing | Not able to run the invoice process neither automatically nor manually | Daily | A | 2 |
| Invoicing | Not able to run the invoice process automatically, however the ad-hoc scheduler is working | Weekly | C | 2 |
| Autosys | Not able to onboard customers | Weekly | A | 2 |
| External Accounting | Not able to export transactions to external accounting system | Daily | A | 1 |
| Debt Collector | Not able to provide cases to the Debt Collector | Weekly | A | 2 |
| External Passage Handling | Not able to provide cases to the EPH Handler | Weekly | A | 2 |
| Bank Remittance | Not able to run the remittance process | Daily | A | 1 |
| Invoice Details TSP | Not able to provide the TSP on request a list with transactions that was invoiced | Weekly | B | 2 |
| Payments | Not able to run the payment process | Daily | A | 1 |
| Reconciliation | Not able to run the reconciliation process | Continuously | A | 1 |
| Performance User Interface | Slowness in user interface. Each action/click taking more than 3 seconds | Continuously | C | 1 |

#### Operating hours

Operating hours are the time span where the services will be provided by the Contractor in accordance with the agreed Service Levels. All Service Levels will be measured within the specified operating hours.

|  |  |
| --- | --- |
| **Operating period** | **Time** |
| **A** | Monday-Friday0700-1700 |
|
|
|
| **B** | Monday-Friday1700-0700Saturday-Sunday0000-2400 |
|
|
|

Norwegian public holidays are equated with Sundays.

#### System Uptime

The uptime is calculated monthly.

* The system should be available 24/7, except for planned downtime.
* Any requirement for planned downtime must be notified to the customer not less than seven days in advance
* A maximum of 4 hours planned downtime in any calendar month is permitted. Any excess will be treated as service failure.

**Availability = Uptime ÷ (Uptime + downtime)**

**Required uptime broken down by categories:**

|  |  |  |
| --- | --- | --- |
| Description | Operating period A | Operating period B |
| Priority 1 processes | 99,5% | 99,5% |
| Priority 2 processes | 99,5% | 95% |

Availability is calculated monthly.

### Response times

Priority 1 processes:

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Response time (operating period A)** | **Response time (operating period B)** | **Rectification of error** |
| A | 1 hour | By the start of the next business day | Must be performed continuously until the error has been corrected. Target resolution time 2 hours. |
| B | 1 hour | By the start of the next business day | Must be performed continuously during business hours until the error has been correctedTarget resolution time 2 hours. |
| C | 2 hours | By the end of the next business day | No specific requirement |

Priority 2 processes:

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Response time (operating period A)** | **Response time (operating period B)** | **Rectification of error** |
| A | 2 hours | By the start of the next business day | Must be performed continuously during business hours until the error has been correctedTarget resolution time 4 hours. |
| B | 4 hours | By the start of the next business day | Must be performed continuously during business hours until the error has been correctedTarget resolution time 4 hours. |
| C | By the end of the next business day | By the end of the next business day | No specific requirement |

### Standardized damages and hourly liquidated damages

#### Breach of response times:

The specified damages will be paid for each breach of response times.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Twice as long** | **Four times as long** |  **More than four times** |
| Response time Critical error |  |  |  |
| Response time Serious error |  |  |  |
| Response time Less serious error |  |  |  |

*Instruction to Supplier: Damages can be listed as a percentage of the monthly maintenance fee or a fixed amount per breach.*

#### Breach of uptime

Breach of uptime during operating period A:

|  |  |
| --- | --- |
| **Priority 1** | **Penalty** |
| 99,5 % - 99% |  |
| 99 % - 98% |  |
| 98 % - 97% |  |
| < 97 % |  |

|  |  |
| --- | --- |
| **Priority 2** | **Penalty** |
| 99.5% - 99% |  |
| 99 % - 97% |  |
| 97 % - 95% |  |
| < 95 % |  |

Breach of uptime during operating period B:

|  |  |
| --- | --- |
| **Priority 1** | **Penalty** |
| 99,5 % - 99% |  |
| 99 % - 98% |  |
| 98 % - 97% |  |
| < 97 % |  |
| **Priority 2** | **Penalty** |
| 95% - 94% |  |
| 94 % - 93% |  |
| < 93 % |  |

*Instruction to Supplier: Damages can be listed as a percentage of the monthly fee or a fixed sum.*

#### Maximum damages

*Instruction to Supplier: If a maximum amount damages accumulated during a month applies, it must be described here, either as a percentage of the monthly service fee or as a fixed sum.*

#### Standardized damages during the establishment project

During the establishment project (Appendix 4), penalties for breach of response times will be imposed. Penalties will be based on the monthly maintenance fee and percentages listed in 1.3.3.1 and applied against the payment for the establishment project.

During the establishment project (Appendix 4), penalties for breach of uptime will not be imposed.