

July 1-June 30 2020 Maint Total: \$ 439,297.12 \$ 36,608.09 mo

June 2019	99.96% Ok	
July 2019	99.98% Ok	
Aug 2019	99.97% Ok	
Sep 2019	99.99% Ok	
Oct 2019	98.83% Credit Submitted	\$ 12,812.83
Nov 2019	93.57% Credit in process	\$36,608.09
Dec 2019		
Jan 2020		
Feb 2020		
Mar 2020		
Apr 2020		
May 2020		
June 2020		

Date

Contract

4.12. Reliability and Response Time

System reliability uptime shall be no less than 99.9 percent monthly, as further described in Exhibit D, Sections 11-12. Remedies for Failure to Perform

In the event CONTRACTOR fails to perform within the requirements and criteria established herein, COUNTY shall be entitled to a credit adjustment toward amounts currently owed to CONTRACTOR or for future products or services, as provided in this section and as further described in Exhibit D, Section 11. Where credits exist at the end of the final term (where no renewal has occurred or the County terminates for cause) the dollar amount equal to the amount of unapplied Credit(s) will be paid to County. SUBSCRIPTION

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12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees

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<i>Uptime</i>	<i>Credit</i>
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

Accela Contract:

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established in Attachment A. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable, provided notice of such down time is provided in accordance with Attachment A.

Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more **than 43 minutes** and occur no more than one time per month. Any unscheduled down time shall incur the credits to customer in accordance with Attachment A. In no event will any proposed standard be less than a commercially reasonable standard.