

Appendix A

Key Performance Indicators and Liquidated Damages

This Appendix A sets forth the Key Performance Indicators and the liquidated damages assessed against Operator for failing to comply with the Key Performance Indicators. Key Performance Indicators are subject to extension for Events of Force Majeure. Liquidated damages are subject to the annual limitation of 4% of Ridership Revenues.

KPI #	Title	Definition	Measurement Tool(s) ¹	Liquidated Damages
1	Station Cleaning and Inspection	Station Cleaning for each Station must occur 2 times per month-- one time between the first and fifteenth days of the month, and one time between the sixteenth and last days of the month. Litter removal needs to occur for on street Stations at least once per week. Additional litter removal to occur on an as-needed basis.	Operator records/ databases	\$75 for each Station that is not cleaned according to schedule.
2	Graffiti Removal	(a) Except as required by clause (b) below, Operator shall remove conspicuous graffiti within 72 hours after Notification. (b) Operator shall remove racist and hate graffiti within 4 hours after Notification.	Operator records/ databases	(a) \$50 for each 24-hour period (or part thereof) beyond 72 hours. (b) \$50 for each 4-hour period (or part thereof) beyond 4 hours.
3	Litter Removal	Operator shall remove conspicuous accumulations of litter from Stations within 24 hours after Notification.	Operator records/ databases	\$50 for each 4-hour period (or part thereof) beyond 24 hours.
4	Bicycle Maintenance	Every Bicycle in the Bicycle Fleet shall receive a Bicycle Maintenance check at least once every two calendar months.	Operator records/ databases	\$25 for each Bicycle that is not subject to a Bicycle Maintenance in any 2-calendar month period.

¹ Sources of information used to assess compliance with these service levels may include, but are not limited to, those listed in the "Measurement Tool(s)" column.
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KPI #	Title	Definition	Measurement Tool(s) ¹	Liquidated Damages
5	Station Deactivation and De-Installation	<p>As directed by MTC or a Participating City, Operator must perform:</p> <ul style="list-style-type: none"> (i) Station Deactivation(s); (ii) Station De-Installation(s); (iii) Station Re-Installation(s); (iv) Station Adjustment(s). <p>(i) Operator will Deactivate a Station within 24 hours after a request from a Participating City, except in instances where the continued presence/activity of the station has been determined to pose a threat to public safety.</p> <p>(ii) Operator will complete a De-Installation of a Station within 72 hours after a request from a Participating City, except in instances where the continued presence/activity of the station has been determined to pose a threat to public safety.</p> <p>(iii, iv) Deactivated Stations must be reactivated within 24 hours of direction from a Participating City. De-Installed or Adjusted Stations must be reinstalled or Readjusted to their original configurations within 72 hours of direction from a Participating City.</p> <p>Notwithstanding the foregoing, the KPIs for De-Installation and reinstallations are limited to 20 in any 72-hour period. The time permitted for larger scale De-Installation and reinstallation will be subject to agreement between Operator and MTC.</p>	Electronic communications	<p>(i) \$75 for each hour of delay (or part thereof) beyond 24 hours for Deactivation.</p> <p>(ii) \$75 for each hour of delay (or part thereof) beyond 72 hours for De-Installation.</p> <p>(iii, iv) \$50 for each hour of delay (or part thereof) beyond 24 hours for reactivation; \$50 for each hour of delay (or part thereof) beyond 72 hours for reinstallation or Readjustment.</p>

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6	Program Functionality	<p>The Program must be operational 100% of the time every month (i.e., every hour of every day, 24 hours per day, 7 days per week, measured monthly), so that, at a minimum, all Program users can dock and undock Bicycles at all times, excluding (i) scheduled downtime, and (ii) any period when the Computer Hardware for the Program and/or Software is, and remains, damaged through Hacking.</p> <p>Program Functionality does not apply to hardware malfunctions at individual Stations or to individual Stations that are not Operable Stations.</p>	Software System	If in any month the Program is operational less than 100% of the time, then \$300 for every hour (or part thereof) that the Program is not operational.
7	Station Operability	<p>Stations, in the aggregate, must be Operable Stations 99% of the time every month (i.e., every hour of every day, 24 hours per day, 7 days per week, measured monthly), excluding (i) during scheduled downtime, and (ii) any period when a Station is not an Operable Station because the Kiosk or other Equipment located at the Station has been damaged by third-parties.</p> <p>Calculated by taking the sum of the number of hours that each Station was an Operable Station during a month, dividing that sum by the product of the total number of hours in the month and the number of Stations that month.</p> <p>Station Operability does not apply during any period in which the entire Program system is down.</p>	Operator records/ databases	If in any month the Stations are not Operable Stations 99% of the time, then \$100 for every hour that Stations are not Operable Stations below the 99% threshold.

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8	Website Operations	The Program website must be operational 100% of the time every year (i.e., every hour of every day, 24 hours per day, 7 days per week, measured annually) excluding (i) scheduled downtime, and (ii) any period when the Computer Hardware for the Program and/or Software is, and remains, damaged through Hacking.	Operator records/ databases	If in any year the website is not operational 100% of the time, then \$50 for every hour each year that the website is not operational.
9	Telephone Answering Time	Not less than 80% of telephone calls to Operator's call center each month must be answered by a person within 90 seconds or less.	Operator records/ databases	\$100 for every percentage point below 80% that telephone calls are not answered in 90 seconds or less in any month.
10	Email Response Time	Not less than 95% of emails to Operator's public information email address must be answered within 1 business day.	Operator records/ databases	\$100 for every percentage point below 95% that emails are not answered within 1 business day or less in any month.
11	Bicycle Availability	This Bicycle Availability requirement is met if the monthly average Bicycle Fleet Level, recorded once each Day of the month between the hours of 11:00 AM and 3:00 PM, is not less than 90% of the Program Fleet. Damages are calculated as the sum of Bicycles under the threshold for each Day that the recorded Bicycle Fleet Level is less than the required Bicycle Fleet Level.	Software System	\$15 for each Bicycle that is under the 90% threshold each month.

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12	Rebalancing	<p>No station Cluster shall be completely empty of available bikes for use or completely lacking of empty, operable docks for more than 10 consecutive minutes during Peak Hours (i.e., 6:00 am to 10:00 pm).</p> <p>The Rebalancing KPI set forth above is an interim KPI. During the Assessment Period (as defined in Section 2.6.2(b) of the Agreement), the Rebalancing KPI will be assessed and reformulated, and a new Rebalancing KPI will be fully implemented immediately following the Assessment Period.</p>	Software System/ Operator records/ databases	<p>\$1.00 for each minute that a Cluster Outage occurs beyond 10 consecutive minutes during Peak Hours.</p> <p>Liquidated Damages do not apply to the Stations installed as part of a Phase for the first 6 months after the completion of such Phase.</p>