

## Mutare Hosting Service Level Agreement

### AVAILABILITY

Mutare will maintain an average monthly system availability for the production system of the Services of [99.95%] (the “**Availability Service Level**”). The Availability Service Level will be calculated in accordance with the following calculation: Uptime minus Downtime, divided by Uptime, expressed as a percentage:  $[(U-D)/U] = ASL$ .

“**Downtime**” means, excluding any Scheduled Maintenance and Emergency Maintenance, the aggregate number of minutes that the production system of the Service is not available or performing in accordance with the Documentation with no reasonable workaround available.

“**Emergency Maintenance**” means any maintenance that is required due to a third party security alert or similar notice necessitating immediate action. Client acknowledges that this type of maintenance is unexpected and not subject to any advance notice or constrained maintenance windows. Mutare will notify Client immediately when declaring an Emergency Maintenance window and both parties will use good faith efforts to remediate the issue.

“**Scheduled Maintenance**” means the aggregate time when the production system of the Service is down to permit Mutare to perform maintenance or upgrades. Mutare will provide Client with one week’s advance notice of a Scheduled Maintenance window.

“**Uptime**” means the total number of minutes in a month less all Scheduled Maintenance and any declared Emergency Maintenance.

If Mutare fails to meet the Availability Percentage Service Level, then Mutare will issue Client the following service level credits:

Availability Percentage per calendar month	Service Level Credit
Less than 99.95% but at least 99.0%	Credit will be prorated from the annual fee to the equivalent of 5% of one month

Less than 99.0% but at least 97.0%	Credit will be prorated from the annual fee to the equivalent of 10% of one month
Less than 97.0%	Credit will be prorated from the annual fee to the equivalent of 20% of one month

## SUPPORT RESPONSE TIME

“**Support Response Time**” is the time it takes for Mutare to initially respond to a reported issue, based on the severity level. This is measured on a per incident basis. Client agrees to follow established Mutare support procedures to properly register an issue either by submitting a ticket during normal work hours (07:00 CT to 18:00 CT) via [help@mutare.com](mailto:help@mutare.com) or calling 855.782.3890 after hours. Any issue reported through non-established channels will not be subject to the timeline in this section.

Severity levels are used to categorize an issue based on the potential impact of the problem to the Client. If a problem can fit more than one severity level, the problem will be assigned to the most critical of the available options.

### *Severity Levels – Target Support Response Time:*

Severity Levels	Description	Target Support Response Time
Level 1 – Critical	Critical production issue affecting all Authorized Users, including system unavailability and data integrity issues with no workaround available.	One (1) hour after the issue is reported to Mutare
Level 2 – Urgent	Major functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many Authorized Users and/or major functionality. No reasonable workaround is available.	Two (2) hours after the issue is reported to Mutare
Level 3 – High	System performance issue or bug affecting some but not all Authorized Users. Short-term workaround is	Eight (8) business hours after the

Severity Levels	Description	Target Support Response Time
	available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.	issue is reported to Mutare
Level 4 – Other	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.	Sixteen (16) business hours after the issue is reported to Mutare

## PROBLEM RESOLUTION TIME

“**Problem Resolution Time**” is the time it takes Mutare to resolve an incident or problem reported by Client or an Authorized User. Mutare is committed to resolving any incident or problem as soon as possible and will invest resources required to arrive at a solution or workaround. The table below lists targets for resolution but there are many factors that may impact a resolution, including the active involvement of the Client and Authorized Users to troubleshoot the source of any potential issue. The Client and its Authorized Users agree to deploy required resources to work collectively in resolving issues and problems. As a policy, Mutare does not offer service level credits based on Problem Resolution Times.

*Target Problem Resolution Time:*

Severity Levels	Target Problem Resolution Time
Level 1 – Critical	2 hours
Level 2 – Urgent	5 hours
Level 3 – High	5 business days
Level 4 – Other	10 business days

## DISASTER RECOVERY POLICY

Mutare will maintain a Disaster Recovery plan and shall test its disaster recovery and business continuity plans annually and report results to Client upon request. As part of the Disaster Recovery plan, Mutare shall ensure that the backup system is secured, encrypted, and immutable (ransomware protection).

If Mutare encounters an IT related incident that it deems severe, Mutare will declare an Emergency and notify Client those services will be transferred to Mutare's Backup Datacenter. The **Recovery Time Objective** ("RTO") will be between 2 to 12 hours. Outages will also maintain a **Recovery Point Objective** ("RPO") of one (1) hour. Client acknowledges that Client IT Staff must actively change the **Domain Name System** ("DNS") to point to the Backup Datacenter in order to fully restore functionality to all its Authorized Users.

## SECURITY TESTING

Mutare utilizes a third party to conduct penetration testing on a regularly scheduled basis to identify and assign industry standard **Common Vulnerability Scoring System** ("CVSS") rating to security vulnerabilities in its systems and software. The following categories correspond to the CVSS version 4.0 base scores:

- CRITICAL = 9.0 to 10.0
- HIGH = 7.0 to 8.9
- MEDIUM = 4.0 to 6.9
- LOW = 0 to 3.9

Mutare agrees to use commercially reasonable efforts to resolve CRITICAL (based on the CVSS rating) security vulnerabilities as quickly as feasible, HIGH security vulnerability within thirty (30) days, but no more than ninety (90) days. If HIGH vulnerabilities are not resolved, Mutare shall provide the Client a plan, within 5 business days, to resolve the remaining HIGH vulnerabilities. Mutare shall rescan the systems containing the HIGH vulnerabilities to validate the vulnerabilities have been resolved. The results of the rescan shall be provided to a Client upon request. For any items rating MEDIUM or LOW, Mutare will use best efforts to address items, including configuration issues.

## SECURITY INCIDENTS

In the event that Mutare or any Authorized Person becomes aware or reasonably suspects that any Client Information has been or is reasonably likely to have been or to be accessed, acquired, used, disclosed, or modified contrary to the Agreement then Mutare will notify Client within two (2) days of any such Data Incident. While the initial telephone call and email notice may be in summary form, Mutare shall give prompt notice to Client, with full particulars, and shall immediately commence a thorough investigation of any such incident, at Mutare's cost.

## SECURITY REPORTING

Mutare shall comply with reasonable requests in providing the following information with regard to data management and overall security standards on a periodic (no more than annual) basis:

- Disaster Recovery Plan and testing reports
- Hiring Practices
- Security Incident Response Plan and testing results
- Performance-measure reports
- Vendor due diligence questionnaires
- Security, internal control, and other audit reports – (e.g. SSAE 16, SOC Type II reports) plus third party conducted security vulnerability tests or audits summary reports
- Location list of where Client's Information is processed and stored.

## DATA LOCATION AND RETENTION

Mutare will store Client Information in the United States. Mutare will notify Client when Client Information is moved to a different location or change environments (e.g. private to public or private to hybrid, etc.) within the United States.