

## Mutare Premise Based Service Level Agreement

### 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 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. If Mutare fails to meet the Target Support Response Time based on Severity Level, then Mutare will issue Client a credit per the chart below.

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

Severity Levels	Description	Target Support Response Time	Service Level Credit
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	Credit will be prorated from the annual fee to the equivalent of 20% of one month
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	Credit will be prorated from the annual fee to the equivalent of 10% of one month

Severity Levels	Description	Target Support Response Time	Service Level Credit
Level 3 – High	System performance issue or bug affecting some but not all Authorized Users. Short-term workaround is available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.	Eight (8) business hours after the issue is reported to Mutare	Credit will be prorated from the annual fee to the equivalent of 5% of one month
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	No credit is offered on Level 4 response times

## 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

## 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 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. 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 regarding data management and overall security standards on a periodic (no more than annual) basis:

- 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.