

## Uptime Practice Next Service Agreement

2021.R3 | Last updated: December 2021

This Uptime Practice Next Service Agreement (“Practice Next Service Agreement”) is incorporated into and subject to the Master Service Agreement (the “Agreement”) between Uptime Systems, LLC (“Uptime”) and the undersigned Client (“Client”) (collectively, the “Parties” or individually, a “Party”). This Practice Next Service Agreement is effective and binding as of the date a signed copy from Client is returned to Uptime, without any changes hereto, or upon the continued use of the Services following notice by Uptime of any changes to this Practice Next Service Agreement. This Practice Next Service Agreement and the corresponding Agreement contain the terms and conditions that govern the relationship between the Parties, and may only be amended as provided for in the Agreement. If there is any conflict between this Practice Next Service Agreement and the Agreement, the terms of the Agreement shall control. The Parties hereby mutually agree to be bound by the following terms and conditions.

- 1. Description of Services.** Practice Next services include hosted business services selected by Client including Microsoft 365 Business Standard (Email, OneDrive, SharePoint, and Teams), document and file hosting, and other options and software as identified in the Plan Documentation (“Cloud Services”). Client may use Cloud Services for any legal purpose. Additionally, depending on the services and service packages selected, services may include:

**Microsoft 365:** The base entitlement includes Microsoft 365 Business Standard licensing. Additional services, such as the Security+ Pack, may include a change in the Microsoft 365 licensing and package.

**Technology+ Pack:** Includes upgrades to next gen antivirus and a remote management and monitoring tool / agent deployed to client’s computers. Uptime will maintain the licensing, patching, and updates for these tool(s).

**Security+ Pack:** Client must have the Technology+ Pack in order to elect the Security+ Pack and its features. Features of Security+ Pack include upgrades and additional features for next gen antivirus, Microsoft 365 backup, and spam filtering (upgrade from what is included in the Technology+ Pack). This pack also includes a compliant email archive, email encryption, email disclaimer, email continuity, and anti-phishing technology. Uptime will maintain the licensing, patching, and updates for these tool(s).

- 2. Charges.**

- Unless otherwise specified in writing and agreed by Uptime, billing will commence once the Cloud Services are setup and ready for Client’s use, and/or data migration into Uptime’s services begins, whichever occurs first. The current fees and expenses for Services related to this Practice Next Service Agreement are located in Client’s Plan Documentation. The fees and expenses outlined in Client’s Plan Documentation are subject to change if Client’s migration to Uptime Practice Next does not start (data is not transferred to Uptime) within 6 months of the effective date of this Practice Next Service Agreement.
- Users and storage (mailbox size, OneDrive, SharePoint) are subject to the Variable Storage, Usage, & Users Section (5.2) of the Master Service Agreement and will automatically increase to match usage.

- 3. Software Licensing & Third-Party Software.** Client acknowledges that its use of software from Third-Party Vendors including, but not limited to, Microsoft, Clio, and LEAP, and other Third-Party Vendors (collectively, “Third-Party Vendors”), regardless of whether the software was obtained by or with the assistance of Uptime, is subject to the terms and conditions established by the Third-Party Vendor. Client hereby agrees to be bound by, and comply with, those terms and conditions as applicable.

**Software from Third-Party Vendors, regardless of whether obtained by or with the assistance of Uptime, does not include any warranties as between Uptime and Client. UPTIME EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SOFTWARE FROM THIRD-PARTY VENDORS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY. Uptime makes no representations to Client with respect to any software from Third-Party Vendors including, but not limited to, that the software will meet Client’s requirements, will be error-free, will be free from defects, or that any issues with the software will be corrected by Uptime. Client agrees that Uptime is not responsible for nor liable for the operation, performance, or content of any Third-Party Vendor software, or any deficiencies with respect thereto including, but not limited to, downtime, degraded performance, loss of Client’s access to the software, loss of Client content or Data, or any other deficiencies or defects. Client acknowledges that the terms, limitations, and disclaimers herein also apply to software from Third-Party Vendors that Uptime may select and use for purposes of providing certain Services to Client. Client agrees that its sole and exclusive claims and/or remedies, if any, for any and all issues involving, or that result from, software from a Third-Party Vendor will be against the Third-Party Vendor pursuant to its terms and conditions, and that Client does not have, or has otherwise waived, any and all claims and/or remedies against Uptime, including any and all claims and/or remedies involving, or that result from, Uptime’s selection and use of software from Third-Party Vendors for purposes of providing certain Services to Client. Uptime is not responsible for nor will it assist with any defects, problems, or other issues involving software from Third-Party Vendors.**

- 4. Uptime Intellectual Property.** Client acknowledges that the Uptime Practice Next Platform and all components associated with the Uptime Practice Next Platform are the sole and exclusive intellectual property of Uptime. All intellectual property rights associated with the Uptime Practice Next Platform, including any patent, copyright, trademark, or trade secrets, are and shall remain the intellectual property of Uptime as between Uptime and Client. Client shall be permitted a limited right and license to use the Uptime Practice Next Platform and intellectual property only as necessary for Client’s internal business purposes in connection with use of the Cloud Services pursuant to this Practice Next Service Agreement.
- 5. Ownership of Data.** Client retains sole ownership of all content and Data that Client imports to Uptime’s Cloud Services and stores and/or backs up using Uptime’s Cloud Services (“Data”). Client acknowledges that Uptime does not own or control the software that will ultimately hold Client’s Data, and thus the treatment and storage of Client’s Data is subject to the terms and conditions of the applicable Third-Party Vendor. Uptime owns or controls the management accounts and

platform(s) to facilitate Services on behalf of Client. These accounts and platforms are non-transferrable to Client.

As between Uptime and Client, the individual person entering into the Agreement, or other agreement as may be applicable, on behalf of Client shall be considered the “Client” for purposes of the ownership of Data and making decisions regarding the treatment of Data, unless that individual provides Uptime with written authorization designating a different individual person as the representative of Client for purposes of ownership of Data and making decisions regarding the treatment of Data. If the individual person who entered into this Agreement, or other agreement as may be applicable, is no longer associated with Client, and a successor representative has not been designated as set forth above, or if Uptime otherwise cannot identify the appropriate representative after reasonable inquiry, Client agrees that Uptime may, in Uptime’s sole discretion, determine which individual shall be considered the representative of Client for purposes of the ownership of Data and making decisions regarding the treatment of Data.

- 6. Backup Systems & Data Retention.** The standard backup for Microsoft 365 is Microsoft’s native feature. The Services Availability Section of Microsoft’s Service Agreement (as of August 13 , 2021):

“We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Microsoft is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you have stored. **We recommend that you regularly backup Your Content and Data** that you store on the Services or store using Third-Party Apps and Services.” [emphasis added]

Practice Next includes an *additional (third-party) backup* to 1) meet Microsoft’s recommendation of an additional, regular backup, and 2) to close common Microsoft 365 data protection gaps. All Microsoft 365 data and files (Email, OneDrive, SharePoint, Teams, Groups, Calendars, Tasks) will be backed up a minimum of once per day. See additional backup details below, based on your service package.

No backup system is without faults, flaws, or problems such as a missed file or failed backup during one of the scheduled backup jobs. Uptime will use commercially reasonable efforts to maintain the additional backup of Microsoft 365 files through a third-party software backup service (and subject to the Third-Party Backup section of this Agreement). Client acknowledges that Uptime cannot guarantee the integrity of each individual day or increment of the backup file.

- 7. Help Desk Hours.** Uptime’s Normal Help Desk Hours and Emergency Help Desk Hours are posted at [www.uptimelegal.com/service-hours](http://www.uptimelegal.com/service-hours). During Emergency Help Desk Hours, Uptime support staff are available on an on-call basis. To receive Support Services during Emergency Help Desk Hours, Client must request Support Services via phone and voicemail. Uptime will not respond to email or online requests during Emergency Help Desk Hours. All requests for Support Services during Emergency Help Desk Hours, including Support Services scheduled in advance but that occur during Emergency Help Desk Hours, will be subject to Uptime’s Extended Service Fees. Extended Service Fees are subject to change without notice and are posted at

[www.uptimelegal.com/extended-service-fees](http://www.uptimelegal.com/extended-service-fees). Uptime reserves the right, in its sole discretion, to determine whether Client’s request is subject to Uptime’s After Hours Support or Uptime’s After Hours Project/Weekend Project rates. During No Help Desk Hours, Uptime staff is unavailable to provide Support Services. If Client calls during No Help Desk Hours, Client may leave a voicemail, and Uptime will call Client back as soon as reasonably possible during Uptime’s Normal Help Desk Hours.

- 8. Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this Practice Next Service Agreement (based on the service options selected in the Plan Documentation). Some covered Services will incur additional or extended service fees (see [uptimelegal.com/extended-service-fees](http://uptimelegal.com/extended-service-fees) for additional information).

*All covered Services are provided via remote support only. Uptime may, in its sole discretion, deem that a task is outside the scope of standard covered Service and may quote the task as a fixed-fee project.*

**a. User Support Policy**

With regard to covered support and services, Uptime will only assist and support users identified in the Master Service Form as Owners or Admins, or who have a named user account in Uptime’s services (Microsoft 365 account).

- b.** Outline of Covered Service(s) (based on elections in your Plan Document); Specific coverage details described in Section 8c (below):

Service Package	Covered / Included Services (per user)
Practice Next – Base Plan <i>(Includes Technology+ Pack)</i>	<ul style="list-style-type: none"> <li>• Microsoft 365 Business Standard License               <ul style="list-style-type: none"> <li>○ Microsoft 365 Email</li> <li>○ Local Office Apps</li> <li>○ Teams</li> <li>○ OneDrive (individual / per-user storage),</li> <li>○ SharePoint (shared corporate storage)</li> </ul> </li> <li>• Spam filtering (upgraded from base Microsoft 365 spam filter)</li> <li>• Third-Party Microsoft 365 Backup</li> <li>• NextGen AV (for local computer)</li> <li>• RMM Agent</li> <li>• Help Desk Support</li> <li>• Local Network Support</li> <li>• Printer / Scanner Support</li> </ul>

<p>Security+ Pack</p>	<ul style="list-style-type: none"> <li>• Advanced Spam Filtering:             <ul style="list-style-type: none"> <li>○ Content Filtering (with data-loss prevention dictionaries)</li> <li>○ URL defense detection</li> <li>○ Attachment defense detection</li> </ul> </li> <li>• Advanced Antivirus             <ul style="list-style-type: none"> <li>○ Deep Visibility</li> <li>○ Active Threat Hunting</li> </ul> </li> <li>• Enhanced Microsoft 365 and Email Backup             <ul style="list-style-type: none"> <li>○ Continuous email backup and journaling</li> <li>○ Modifications to backup retention period (based on client needs or compliance)</li> </ul> </li> <li>• Compliant Archive</li> <li>• Email Encryption</li> <li>• Email Disclaimer</li> <li>• Email Continuity</li> <li>• Anti-Phishing Technology</li> </ul>
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**c. Specific Coverage Details:**

**Practice Next (base plan)** covered Services include:

- Microsoft 365 licensing including user adds and removes as requested (in writing) by Client.
- Support for standard Microsoft 365 functionality including Email, OneDrive, SharePoint, and Teams.
- Daily backup of Microsoft 365 accounts (Email, OneDrive, SharePoint, Teams, Groups, Calendars, Tasks) via third-party service provider. Backup will be completed a minimum of once per day and saved indefinitely.
  - *This backup is meant as disaster recovery only and is not a compliant archive.* Data restoration fees may apply (Extended Service Fee).
- OneDrive / SharePoint Support includes:
  - Support document libraries (create groups and permissions);
    - Uptime will support permissions on top-level folders. Nuanced permissions on subfolders or individual files are not recommended and unsupported by Uptime. Clients requiring permissions to manage subfolder permission waive Uptime’s support of top-level permissions. For a fee, Uptime can repair or restore top-level permissions.
  - Assist with restoration of deleted items (may incur an Extended Service Fee);
  - Restore or assist with deleted webparts
- Email Support includes:
  - Add/Remove users, including adding to distribution groups.
  - Add/Remove email aliases.
  - Creation of distribution groups (outside of initial onboarding, this will incur an Extended Service Fee).
  - Add additional domain(s) (outside of initial onboarding this may incur an additional or Extended Service Fee).

- External Email Tagging - emails from outside your domain will be tagged as "External".
- Antivirus detection scans on email content.
- Basic spam filtering and support including whitelisting/blacklisting domains.
- Support (installation, basic troubleshooting) of Outlook add-ins and Exchange integrations (i.e. Groupware)
- User Mailboxes are limited to 50GB, with an archive mailbox capacity of 50GB. User Mailbox capacity can be expanded to 100GB with unlimited archive mailbox capacity (for additional fee). Mailbox size, and plan fees, will be adjusted by Uptime as necessary.
- Exchange server-side support (excluding extended services)
- Support Public Folder creation, permissions, email send-to-folder. Public Folders are limited to 25 GB per folder, with a total size for all public folders 100 GB. This capacity cannot be extended and exceeding these limits will cause performance issues and possible data loss.
- Teams Support includes:
  - Support (installation, basic support) of Microsoft integrations (i.e. OneNote, SharePoint, OneDrive).
  - Creation of groups and channels.
- Setup of Microsoft 365 email and apps on mobile devices
- Training for all included Microsoft 365 services
- Application support for in-network applications includes:

	In-Network (supported) Applications:	Support Includes:
Productivity Applications	O365 (email, office apps (Word, Excel, PowerPoint), Teams, OneDrive, SharePoint)	<ul style="list-style-type: none"> <li>● How-to Support</li> <li>● Training</li> </ul>
Legal Practice Management Applications	<ul style="list-style-type: none"> <li>● Clio</li> <li>● LEAP</li> </ul>	<ul style="list-style-type: none"> <li>● How-to Support</li> <li>● O365 integration</li> <li>● Initial technical troubleshooting and liaison with application vendor</li> </ul>
Communication Applications <i>(outside of O365 / Teams)</i>	<ul style="list-style-type: none"> <li>● Slack</li> <li>● Zoom</li> </ul> <p><i>Only business plans are supported.</i></p>	<ul style="list-style-type: none"> <li>● Assistance with initial account creation, configuration, and user setup</li> <li>● O365 integration</li> <li>● How-to Support</li> <li>● Desktop app troubleshooting</li> <li>● Limited audio/visual/presentation quality assistance (limited to the app or the local computer)</li> </ul>

**Technology+ Pack (included in base plan) covered Services:**

- Monitoring of computer disk space and working with users to resolve low-disk space alerts.
- Monitoring of critical services including Windows Updates and Windows Firewall. Working with Client to resolve any issues to the operation of these services.
- Monitoring and reporting to Client of end-of-life computer operating systems (applicable only to computers enrolled in the Technology+ Pack and with Uptime's agent installed).

- Support of computers with Uptime's agent and antivirus installed.
- Technical Support (not including application configuration, training or how-to's) for utility applications such as: Adobe, Browsers, VLC, and stand-alone form assembly tools (i.e. Judicial Forms from LexisNexis or Thomson Reuters). Applications or tools that have a central database and/or are multi-user applications are not supported and we recommend looking at Uptime Practice Foundation for hosting and support of such applications.
- Support of printers and scanners.
  - Devices need to be on vendor-supported firmware.
  - Scan-to-email requires TLS support. Scan-to-folder requires SMB3 on both the printer and the computer.
  - Uptime strongly recommends Clients maintain an active support contract on large multi-function printer/scanner/copiers. Lack of support contract may limit Uptime's ability to troubleshoot or resolve issues.
- Monitoring of local next gen antivirus and working with Client to resolve any detected threats.
  - Uptime's scope is limited to virus remediation. Uptime does not conduct digital forensic evaluations or malware analysis (i.e. Uptime cannot confirm whether data was compromised or exfiltrated). Cases of confirmed compromisation/breach should be evaluated by client's insurance carrier for additional guidance on remediation and/or evaluation (whether forensic evaluation is needed).
- Local network and network equipment support for recommended and support devices (WatchGuard and Dell devices):
  - Uptime recommends Client maintain an active support contract and live security subscription on their WatchGuard firewalls. Uptime's ability to provide support will be limited if the device(s) does not have an active support contract.
  - WatchGuard firewalls and WatchGuard access points (with active support contracts) will be patched by Uptime on a semi-annual basis, unless an emergency or critical patch is released, in which case Uptime will work with the Client to patch the equipment as soon as practically possible.
  - Uptime will support and configure Dell switches.
  - Uptime will provide basic / best-effort support for HP, NetGear, Ubiquity, or SonicWall branded firewalls, switches, routers, and modems.
  - Consulting and advisory services regarding network equipment and configuration.

**Security+ Pack** covered Services are for Client named users and computers with the Security+ Pack deployed to them. These features are in *addition to* features and support scope of the base package and technology+ pack.

- Daily backup of Microsoft 365 accounts (Email, OneDrive, SharePoint, Teams, Groups, Calendars, Tasks) via third-party service provider. Email will be backed-up continuously via journaling. All other items will be backed up a minimum of once per day. Default backup retention period is indefinite but can be modified based on Client compliance needs and at Client's request (reduced to 7-years or 10-years, etc). Data restoration fees may apply (Extended Service Fee).



- Advanced Spam Filtering includes Content Filtering (with dictionaries), URL detection, Attachment detection. As requested, Uptime will assist client in configuring content filtering and trigger actions.
  - URL Scanning Note. To protect users from clicking on malicious URLs, the spam filter will re-write the URL in the email, appending "https://urldefense.proofpoint.com/" to the beginning of the URL. This is an important training note for all end-users as this is an intended change to the URL.
- Email continuity. Users will have an emergency mailbox that can be accessed and used in the event of a Microsoft 365 email outage. Despite the outage, users will still have access to their mailbox, receive incoming email, and be able to send email. Once Microsoft 365 email service is restored, all received and sent email will be synchronized to the user's primary mailbox.
- Email Instant Replay – in the event a sent email bounced back, users will have up to 30-days to resend the email.
- Email disclaimer – As requested, Uptime will assist in setting up an email disclaimer on the Client's domain. This will apply to all users on all sent messages.
- Compliant Archive. All emails into/out of Client's domain will be saved in the compliant archive. Uptime will provide training and grant access to the full archive to users indicated by Client owners.
- Email Encryption – Uptime will assist client in configuring or modifying encryption triggers and/or policy based encryption triggers. Uptime will provide user training and how-to support.
- Anti-Phishing Technology - Review flagged items and either quarantine or release the email.
- Monitoring of local next gen antivirus and working with Client to resolve any detected threats. Security+ Pack upgrades the local antivirus to include Deep Visibility and Active Threat Analysis. In the event of an active virus infection, these features will aid in determining the root cause of the virus.
  - Uptime's scope is limited to virus remediation. Uptime does not conduct digital forensic evaluations or malware analysis (i.e. Uptime cannot confirm whether data was compromised or exfiltrated). Cases of confirmed compromise/breach should be evaluated by client's insurance carrier for additional guidance on remediation and/or evaluation (whether forensic evaluation is needed).

**9. Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this Practice Next Service Agreement. Services that are not provided include, but are not limited to:

- Local / on-premise Server support
- Email delivery / receipt issues from non-clients (Uptime will support email sending/receipt from Client's domain and Microsoft 365 account but cannot work with non-clients to troubleshoot deliver/receipt issues on their end).
- Physical hardware support of printers and scanners (issues with the physical components such as frequent paper jams).
- Data Conversion between applications
- Onsite work



- Personal / Home networks (routers, wireless devices, etc, not owned and operated by the Client (company))
- Office Move Project Management
- Migration away from Uptime's Services, including data copies or exports
- Maintaining Client's Data after Client's account is 40 days past-due
- Any third-party, non-Uptime phone system
- Any operating system or device using an operating system that is not under maintenance or support by its publisher
- Third-Party Cloud Services not provided by Uptime (Dropbox, Google Drive, Amazon, etc.)
- Third-Party backup solutions not provided by Uptime (Iron Mountain, Carbonite, etc.)
- Shipping fees outside of migration
- Uptime cannot complete security questionnaires on Client's behalf. Uptime will provide documentation to aid Client in answering security questionnaires.

**10. Termination.** Upon termination (pursuant to the terms outlined in the Agreement), timely request from Client in writing, and payment in-full of Services through the termination date, Uptime can provide the following to Client (considered an extended service):

- **Microsoft 365 Account:** Client's Microsoft 365 account can be released to a different Microsoft Partner.
- **Remote Monitoring Agent and Local Antivirus:** These services cannot be released or transferred to Client and the licensing and service is only valid while an Uptime Client. Upon termination, Uptime will deactivate these services. It is possible that Client will need to remove these items from their computer(s).
- **Other Third-Party Tools & Services:** Other services and their related licensing and tools, including but not limited to: spam filtering / advanced spam filtering, anti-phishing technology, Microsoft 365 backup, compliant email archive, and email encryption, cannot be released or transferred to Client and the licensing and service is only valid while an Uptime Client. Upon termination, Uptime will deactivate these services and any stored data (backups, archive, etc) will be deleted.

## Signature

I agree to all terms in the above Practice Next Service Agreement.

Company Name ("Client")	
Signed By	
Signature	
Date	