

UPTIME LEGACY AND STAND-ALONE PRODUCT SERVICE AGREEMENTS

2022.R1 | Last updated: January 2022

UPTIME EXCHANGE SERVICE AGREEMENT

This Uptime Exchange Service Agreement (“Exchange 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 Exchange 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 Exchange Service Agreement. This Exchange 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 Exchange 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. **Charges.** Current fees and expenses for Services related to this Exchange Service Agreement are located in Client’s Plan Documentation.
1. **Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this Exchange Service Agreement:
 - Exchange server-side support (excluding extended services)
 - Services Support of Microsoft Outlook and Outlook Web Access for use with Uptime Exchange
 - Services Support of Uptime’s single sign-on application
 - Setup of Uptime Exchange (including active sync or Blackberry BES) on mobile devices
 - Training for all services, including Legal Edition Exchange (if Client has Legal Edition Exchange)
2. **Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this Exchange Service Agreement. Services that are not provided include, but are not limited to:
 - Incoming delivery issues from non-customers
 - Local area network issues

UPTIME SHARESYNC SERVICE AGREEMENT

This Uptime ShareSync Service Agreement (“ShareSync 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 ShareSync 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 ShareSync Service Agreement. This ShareSync 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 ShareSync 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.

- 3. Charges.** Current fees and expenses for Services related to this ShareSync Service Agreement are located in Client’s Plan Documentation.
- 4. Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this ShareSync Service Agreement:
 - Training on ShareSync functionality within the web interface/portal.
- 5. Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this ShareSync Service Agreement. Services that are not provided include, but are not limited to:
 - Desktop application installation or support
 - Any folder organization or moves inside ShareSync
 - File restores of Data or folders lost or deleted from ShareSync
 - Connectivity to ShareSync

UPTIME SHAREPOINT SERVICE AGREEMENT

This Uptime SharePoint Service Agreement (“SharePoint 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 SharePoint 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 SharePoint Service Agreement. This SharePoint 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 SharePoint 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. **Charges.** Current fees and expenses for Services related to this SharePoint Service Agreement are located in Client’s Plan Documentation.
2. **Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this SharePoint Service Agreement:
 - Add or remove users from SharePoint
3. **Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this SharePoint Service Agreement.

UPTIME DATABASE SERVICE AGREEMENT

This Uptime Database Service Agreement (“Database 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 Database 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 Database Service Agreement. This Database 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 Database 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. **Charges.** Current fees and expenses for Services related to this Database Service Agreement are located in Client’s Plan Documentation.
2. **Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this Database Service Agreement:
 - Uptime Cloud Server Support Services
 - Support Services for the cloud server infrastructure
3. **Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this Database Service Agreement. Services that are not provided include, but are not limited to:
 - Support of Applications or websites hosted on Uptime Database and not part of Uptime Database

UPTIME ASSURANCE / MANAGED SERVICES

This Uptime Assurance Agreement (“UA 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 UA 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 UA Service Agreement. This UA 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 UA 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.

Preventative Server & Network Maintenance

Uptime Assurance plans include preventative maintenance on at least one server and one network location, more if identified in the Plan Document. Preventative server maintenance includes: Microsoft patches and updates, server performance review, drive space review and cleanup, server hardware and RAID review, server event log review, drive defragmentation, shadow copy backup audit. Preventative network equipment maintenance includes: UPS maintenance, firewall maintenance, router and switch maintenance.

Preventative maintenance is performed once per month, as scheduled between Client and their dedicated Uptime Managing Consultant.

Other Monthly Maintenance

Below are service descriptions, Client’s Plan Document outlines which services are included.

- Backup System: monthly backup audits, backup software updates, backup drive cleaning/defrag.
- Third-Party Antivirus: virus threat activity review, virus definition updates
- Exchange Server: email queue monitoring, email database maintenance, exchange updates and patches
- SQL Server Maintenance: SQL backup job maintenance, SQL database integrity checks, SQL updates and patches
- Major Application Maintenance: Application backup maintenance, database management.

Vault

Uptime Vault is an optional geographically redundant backup. Uptime Vault is provided and billed in 100 GB increments and automatically increases with usage.

Support Services

Consulting & Support hours above and beyond the defined preventative maintenance (not explicitly defined in) will be billed at standard hourly rates. Preventative network maintenance and monitoring is intended to identify problems before they occur or become critical. Client understands that this UA Service Agreement does not provide a guarantee of uptime, stability, availability or performance of their computer network. Client understands that time spent addressing and resolving problems found by preventative maintenance and/or monitoring will be billed at standard hourly rates.

Built-in Hours

Clients can add discounted, built-in hours to their monthly UA Service Agreement. Built-in Hours rollover month-to-month, for up to 12 months (after 12-months the hours are forfeit). Built-in hours are non-refundable.

When Client changes the amount of built-in hours, they are locked into the new built-in hours for 90-days (cannot make changes to increase or decrease the built-in hours). If Customer cancels their Managed Services Plan for any reason, any banked retainer hours are forfeit.

Help Desk Hours. Uptime's Normal Help Desk Hours and Emergency Help Desk Hours are posted at 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. 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.

Help Desk Hours.

Uptime's Normal Help Desk Hours and Emergency Help Desk Hours are posted at 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.

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.