

Uptime Practice Foundation (Gen9/10) Service Agreement

2021.R1 | Last updated: October 2021

This Uptime Practice Foundation (Gen9/10) Service Agreement (“Practice 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 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 Service Agreement. This Practice 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 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. Cloud Services include hosted business services selected by Client including cloud server hosting (also referred to in the technology industry as a *virtual machine*), virtual desktop hosting, software application hosting, email hosting, and document and file hosting (“Cloud Services”). Client may use Cloud Services for any legal purpose. As part of Cloud Services Uptime will provide internet connectivity to the Cloud Services, the server computer hardware, virtualization hypervisor, server operating system, onsite data backups, network monitoring, power, surge protection, and the collocation facility.

2. Intended Use.

Practice Express is intended to provide cloud / remote access to a single software application. Practice Express is intended for clients maintaining a relationship with a local IT provider. You or your IT consultant will continue to manage your onsite IT support, local PC, and network support. While Uptime Practice Express does include the Microsoft Office Suite and limited storage, it is not meant to be used as a file server or primary storage; nor are end-users intended to predominately use the Office suite within the virtual desktop environment. Office applications are provided to facilitate integrations with practice management software, and the storage provided is intended to be used as temporary storage only. During your onboarding to the Practice Express server, you will be asked which users need access to send invoices by email and Outlook will only be configured for those users. Using Microsoft Office beyond the scope listed herein, within the Practice Express environment, may result in slowness and resource allocation issues. Internet browsing is not allowed (all browsers are disabled). No further tools or application installation is permitted in Practice Express servers.

Practice Essentials is intended for clients maintaining a relationship with a local IT provider. You or your IT consultant will continue to manage your onsite IT support, local PC, and network support.

3. Charges. Unless otherwise specified in writing and agreed by Uptime, billing will commence once the data migration into Uptime’s services begins. The current fees and expenses for Services related to this Practice 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 does not start (data is not transferred to Uptime) within 6 months of the effective date of this Practice Service Agreement.

- 4. Onboarding; Server (OS) Upgrade or Migration.** During the initial onboarding experience or subsequent migrations to new cloud servers, Uptime will make best efforts to install, configure, and migrate data for Client's third-party software applications (as selected in the Plan Documentation). Note that some third-party software providers require the application be setup and/or migrated directly by the application provider. Additionally, in some limited cases and mostly due to level of additional integrations or customization, Uptime requires Client to use a consultant to move or update the application. Vendors where additional migration or setup assistance, outside of Uptime, is required include but are not limited to ProLaw and iManage. This may incur fees directly from the third-party vendor; Client is directly responsible for any such fees.
- 5. UAP Admin User.** Clients working with an Uptime Authorized Partner ("UAP") can elect to give their UAP limited administrative access to their Uptime services, including cloud server. In the event the UAP violates the limited admin policy or the UAP agreement is terminated by either party, Uptime reserves the right revoke UAP's admin access to Client's account. Client may, at any time, revoke the UAP admin access and remove the UAP account by notifying Uptime. Client agrees to indemnify and hold Uptime harmless for any claims, demands, or damages resulting from changes made by the UAP to Client's services including changes to applications and server configuration.
- 6. Software Licensing.**
 - a. Third-Party Software.** For software not provided by Microsoft, Client agrees to purchase and maintain appropriate licensure as required by the software developer and by law for any and all applications utilized within Cloud Services provided to Client. Client acknowledges that its use of certain software obtained from Third-Party Vendors including, but not limited to, Microsoft (collectively, "Third-Party Vendors"), regardless of whether obtained with the assistance of Uptime, and regardless of whether hosted on Uptime's systems, 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 obtained by Client with the assistance of Uptime, or hosted on Uptime's systems, does not include any warranties as between Client and Uptime. Uptime will not be liable for the operation, performance, or content of the Third-Party Vendor software. The remedies available to Client pursuant to the Third-Party Vendor's terms and conditions are the sole and exclusive remedies available to Client.
 - b. Microsoft Software.** For an additional fee, Client may opt to build specific software into its plan (including Microsoft Office and Microsoft SQL Server). Uptime agrees to maintain appropriate software licensure for said software through the Microsoft Service Provider License Agreement. This includes Microsoft Windows Server, Microsoft Office, and other licensing as applicable. As new versions of Microsoft Office are released from their respective developers, Uptime will update Client to the newest version of each software application as requested by the Client at no additional charge. With respect to Microsoft Windows Server

and in the case of Uptime Practice/Desktop, Uptime Database, and Uptime Dynamics, Client is entitled to the software for Windows Server. Deploying or installing a new version of Microsoft Windows Server may require building a new virtual machine instance or formatting and reinstalling Windows on the virtual machine. This requirement is defined by Microsoft. All Microsoft software must be provided to Client by Uptime.

- c. **LexisNexis Software (PCLaw, TimeMatters).** Uptime is only authorized to host LexisNexis software if the end-user (Client) has an active Annual Maintenance Plan "AMP" with LexisNexis covering the licenses software. Should Client's AMP expire, Client's access to LexisNexis software applications may be suspended.

7. **Uptime Intellectual Property.** Client acknowledges that the Uptime Practice Platform and all components associated with the Uptime Practice Platform are the sole and exclusive intellectual property of Uptime. All intellectual property rights associated with the Uptime Practice 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 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 Service Agreement.
8. **Bandwidth.** Each Uptime Desktop and Uptime Database plan comes with a defined amount of total bandwidth usable. Bandwidth is measured in total gigabytes ("GB") transferred to or from Client's cloud server. Each month the total data transfer will be measured and tracked. Any data transferred in excess of the allocation defined in each plan will be charged at the rate of \$5.00 per GB (rounded up to the nearest 1 GB increment), with a minimum overage charge of \$50.00, and will be reflected as "Bandwidth Overage" on Client's invoice. Server or technical specifications included in online desktop plans can be accessed at the following website address: <https://uptimepractice.com/entitlements/>
9. **Windows File Index & Search.** Windows built-in index and search is functional in most cases within our hosted environment, but in cases of larger document and email volume may become problematic as Windows built-in functionality limits are pushed. Uptime will support the Windows index although Microsoft officially does not support Windows Index and Search in a Terminal Server / Remote Desktop Server environment. For optimal document and email index and search Uptime recommends a commercial Document & Email Management solution.
10. **Maintenance.** Uptime reserves the right to perform routine server maintenance within the hours of 11:00 PM and 5:00 AM Central Time. During this maintenance window, Client's Cloud Services may be offline and unavailable, and Client agrees to plan accordingly. In the event that maintenance must occur outside of this pre-designated time period, Uptime will provide advance notice to the Client to the extent reasonably possible.
11. **Service Level Agreement.** Uptime guarantees 99.99% system uptime. Specifically, Uptime warrants that Cloud Services will be Available to Client 99.99% of the time as calculated on an hours basis per month, excluding routine maintenance, and any other proactive maintenance scheduled in advance. "Available" is defined as Client's software will be accessible from the internet, and hosted exchange available via traditional email Clients. Any calendar month where

99.99% uptime is not achieved, the total downtime for that month will be calculated and rounded up to the nearest full day. Client will be credited the pro-rated amount of downtime for its monthly plan based on Cloud Services fees divided by 30 and multiplied by the total days of downtime. To receive credit for any calendar month where 99.99% uptime is not achieved, Client must request this credit on or before the 15th day of the following month.

- 12. Security of Data.** Uptime represents and warrants that it will maintain the security provisions set forth herein within its hosting infrastructure. (a) Uptime will maintain what are generally considered to be business-class firewalls protecting the Uptime hosting infrastructure at all times. The firewalls will be routinely maintained and monitored. Data in transit will be encrypted by 128-bit encryption. Uptime cannot guarantee the security or safety of Data if Client copies or transfers any Data out of Uptime's hosting platform. (b) Uptime will ensure that physical access to the data center that houses Uptime's servers will be controlled and monitored by closed-circuit video surveillance. (c) The data center is and will remain SOC 2, Type I compliant under SSAE18 or the equivalent standard. (d) The data center will maintain redundant power, backup generators, and UPS power protection. (e) The data center will maintain fire detection and suppression systems, flood prevention systems, and humidity testing systems. (f) Uptime will maintain multiple, redundant upstream internet providers for connectivity to Uptime's hosting infrastructure. Client acknowledges that no computer system can be made completely stable or secure, and that Uptime cannot guarantee the safety or security of Client's Data. Client shall be solely responsible for its own computer systems and hardware, and maintaining Client's computer systems and hardware used to implement and/or use any Cloud Services.
- 13. 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"). For purposes of this subsection, 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.
- 14. Backup Systems & Data Retention.** Uptime will maintain fourteen days of historical backups for all Data Client stores within its Cloud Services. Uptime will use commercially reasonable efforts to maintain a backup file of Client's Data. However, no backup system is without faults, flaws or problems, such as a missed or failed backup during one backup job. Therefore, Uptime cannot guarantee the integrity of each individual day or increment of the backup file for Client's Data.
- 15. 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.

16. System Requirements. Certain minimum computer system requirements must be followed by Client in order for Uptime to properly provide Cloud Services. Current system requirements can be found at the following website address: <http://www.uptimelegal.com/system-requirements>.

17. Covered Services. Uptime agrees to provide the covered Cloud Services outlined below as part of this Practice Service Agreement.

Service Covered by or Included with each package	Practice Express	Practice Essentials	Practice Professional
Uptime Cloud Server Support Services	X	X	X
Support Services for the cloud server infrastructure	X	X	X
Support Services for Remote Desktop Connection	X	X	X
Virus Support Services for Client's cloud server	X	X	X
Upgrades to new cloud server operating system at Client's request (not included with Practice Lite or Practice Small Firm Edition; Client may need to engage their third-party vendors for application migration assistance and such engagement may incur fees from the third-party vendor).	X	X	X
Support Services for software applications hosted in Uptime's cloud environment (Uptime will provide support and/or coordinate with your application vendor; clients are encouraged to have an active maintenance plan for their software to ensure support services)	X	X	X
Support Services for Printing from the cloud	X	X	X
Support Services for Client's Printers (local and cloud printing)			X
Support Services for Scanning into the Cloud		X	X
Support Services for Client's VPN(s) to Uptime's Cloud (provided firewall is a WatchGuard or SonicWall)	limited*	limited*	X
Purchase Advisory and Vendor Advisory Service Including providing Client recommendations on PC's, software, devices, ISPs, and other devices and services	X	X	X
Support Services for mapped drives (setup and support) Requires a firewall, VPN, joining to Uptime's cloud domain, and local antivirus		limited*	X

Uptime will provide Rampdown Support Services from Client's old on-premise server Support Services include disjoin from domain, standardization of PCs, deployment of Uptime antivirus, moving profile data, re-mapping printers and/or designating a new print server		limited*	X
Support Services for computers (PC/Mac) with Uptime antivirus installed			X
Support Services for mobile devices (Tablet/Phone)			X
All items covered by the Exchange Service Agreement			X
Virus Support Services for Client's local devices with Uptime antivirus installed			X
Uptime will implement and support WatchGuard firewalls; Uptime will support SonicWall firewalls.			X
Uptime will implement and support Ubiquity, WatchGuard; Uptime will support SonicWall Wireless Access Points			X
Uptime will support and configure Dell local networking equipment (switch, router, modem) (firewalls and access points are already discussed above). Uptime will provide basic / best effort support for all other brands of switches, routers, and modems. Basic remote support.			X
*Limited: Uptime will setup VPN services on Uptime's side and will provide necessary details to Client's local IT professional for the client-side VPN setup. Uptime will provide necessary details and/or temporary access			

Uptime may, in its sole discretion, deem that a task is outside the scope of standard covered service and will quote the task as a fixed-fee project.

User Support Policy

With regard to the above 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 (Active Directory, Email, etc).

The only exception to the above user-support policy is with regard to ProLaw WorkSpace.

- Uptime will support access to ProLaw WorkSpace provided the issue can be replicated within the client's Uptime cloud server, an Uptime supported local network (Uptime Practice Professional clients), or Uptime's local office.
- Uptime will support issues within ProLaw WorkSpace (app is not working as expected) provided the issue is submitted by a named cloud user. The user submitting the support ticket can identify a different (non-named user) for Uptime to work with if necessary.

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

- Local / on-premise Server
- Applications not hosted on Practice
- Application how-to, training, and education including, but not limited to, mail-merge, formatting, headers/tables of contents, etc.
- Application configuration, including but not limited to user management, initial setup and configuration, 3rd party integrations
- Data Conversion between applications
- Onsite work
- Home networks (routers, wireless devices, etc.)
- Office Move Project Management
- Migration away from Uptime's Services
- Copying Data to a local device or saving and transferring Data to Client
- Maintaining Client's Data after Client's account is 40 days past-due
- Linux
- Cisco or Cisco Meraki devices
- Any third-party, non-Uptime phone system
- Any email not provided by Uptime
- Any operating system not under maintenance or support by its publisher
- Office 365 (excluding local install of office products provided by Uptime)
- Google Apps
- Third-Party Cloud Services (Dropbox, Google Drive, Amazon, etc.)
- Third-Party backup solutions (Iron Mountain, Carbonite, etc.)
- Shipping fees outside of migration
- Video Conferencing (hardware and software)
- Uptime cannot complete security questionnaires on client's behalf. Uptime will provide documentation to aid client in answering security questionnaires.

UPTIME EXCHANGE SERVICE AGREEMENT

Included with Practice Professional

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.
- 2. 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)
- 3. 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 MANAGED ANTIVIRUS & ENDPOINT SUPPORT SERVICE AGREEMENT

Included with Practice Professional

This Uptime Managed Antivirus & EndPoint Support Service Agreement (“MDA Service Agreement”) is incorporated into and subject to the Master Service Agreement (the “Agreement”) between Uptime Systems, LLC (“Uptime”), and the undersigned party (“Client”) (collectively, the “Parties” or individually, a “Party”). This MDA 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 MDA Service Agreement. This MDA 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 MDA 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 MDA 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 MDA Service Agreement:
 - Support Services for computers (PC/Mac) with Uptime antivirus installed - does not include application support
 - Support Services for Client’s Printers & Scanners
 - Virus Support Services for Client’s local devices with Uptime antivirus installed

Uptime reserves the right to require boots-on-the-ground service, which is provided at an additional cost, for any task it deems appropriate including but not limited to removal and repair of ransomware and cryptographic viruses. Uptime may, in its sole discretion, deem that a task is outside the scope of standard covered service and will quote the task as a fixed-fee project.

- 3. Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this MDA Service Agreement.

UPTIME MULTI-FACTOR AUTHENTICATION (MFA) [DUO SECURITY]

Uptime can provide, setup, and support Duo Security's MFA tool for Clients who want or need multi-factor authentication to their cloud server. Duo is a third-party application and Client agrees to Duo's usage terms conditions (www.duo.com). Uptime can only setup, configure, and support Duo licensing that it provides (no external licensing). Uptime can transfer client-owned Duo licensing to its management portal.

1. **Charges.** Current fees and expenses for Services related to this MFA 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 MFA Service Agreement:
 - Uptime will provide a Duo MFA license for each of Client's active directory users; all users must enroll in Duo MFA if Duo MFA is elected in Client's Plan documentation.
 - Uptime will setup, configure, and support Duo authentication for confirmed active directory users.
3. **Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this MDA Service Agreement.
 - Uptime always discourages the use of shared cloud accounts (i.e. "receptionist"); with Duo MFA shared accounts cannot be used as the authentication is a one-to-one relationship (can't be shared). Further, for Uptime to support Duo MFA, Uptime must be able to verify users by name.
 - Uptime will only setup and support Duo MFA for use authenticating to Uptime Practice cloud servers.
 - Uptime does not support hardware authentication tokens.

UPTIME PRACTICE DR

Regarding Uptime Practice DR option, also known as "Uptime Sync": This Uptime Practice DR Service Agreement ("Practice DR Service Agreement") is incorporated into and subject to the Master Service Agreement (the "Agreement") between Uptime Systems, LLC ("Uptime"), and the undersigned party ("Client") (collectively, the "Parties" or individually, a "Party"). This Practice DR 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 DR Service Agreement. This Practice DR 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 DR 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.** Uptime Practice DR service includes one-way synchronization of Client's Uptime Practice cloud servers to a device physically located at Client's location. The setup cost includes the physical storage device, of which Client will maintain ownership. Physical storage device is non-refundable and under the manufacture warranty, no other warranty is made by Uptime for the physical device. The initial data storage capacity of the physical device is 6 TB of physical storage, this can accommodate up to 4 TB of data to be backed up. The service includes backup configuration for up to 3 of Client's Uptime Practice servers. Uptime does not guarantee capacity for storage; as Client's data set grows over time a new, larger device may be needed to accommodate room for backups.
- 2. Charges.** Unless otherwise specified in writing the billing start date is 10 days from the date Client signs and returns the Agreement and this Practice DR Service Agreement. The current fees and expenses for Services related to this Services Agreement are located in Client's Plan Documentation.
- 3. Bandwidth.** Each Uptime Onsite Cloud Backup includes a bandwidth entitlement of 1200 GB per calendar month. Bandwidth is measured in total gigabytes ("GB") transferred to or from Client's Onsite Cloud Backup device. Each month the total data transfer will be measured and tracked. Any data transferred in excess of the allocation defined in each plan will be charged at the rate of \$5.00 per GB (rounded up to the nearest 1 GB increment), with a minimum overage charge of \$50.00, and will be reflected as "Bandwidth Overage" on Client's invoice. Server or technical specifications included in online desktop plans can be accessed at the following website address: <http://www.uptimesystems.net/>
- 4. Backup Systems & Data Retention.** Uptime Practice DR is a backup of Client's D:\Cloud drive folder and D:\Profile Data folder, both folders as located on Client's Uptime Practice cloud server, to the physical device located at Client's office. Uptime Practice DR also includes a daily SQL backup from Client's Uptime Practice server to the physical device located at Client's office. This is configured to be a daily backup (daily one-way synchronization) with periodic full backups to improve integrity of backup recovery points. Actual backup times will vary based on Client's local internet bandwidth and the size of the source data; because of this, Uptime cannot guarantee daily backups. The service includes a single data set and does not maintain historical data. The backup is not a bare-metal, bootable backup, but simply a copy of files and data. Uptime does

not guarantee the integrity of the backup file of Client's Data in the event of technical or other difficulties. In no event shall Uptime be responsible for the loss of Client Data.

- 5. Data Access.** The Uptime Practice DR physical storage device is meant as an additional, local backup in the event of a disaster. Routine use of the data from the physical device is discouraged and not supported as such use can interfere with the integrity of the main source of data on Client's Uptime Practice cloud server(s). The physical device may need to be reconfigured if access to or use of the physical storage device disrupts the integrity of the data or blocks access for scheduled backups. Uptime cannot guarantee daily backups if Client is using the data or otherwise accessing the physical storage device.
- 6. Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this Practice DR Service Agreement:
 - One-way daily synchronization and backup as defined in section 4. above.
- 7. Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this Practice DR Service Agreement.

Services that are not provided include, but are not limited to:

- Reconfiguration of the physical storage device, in the event the encryption keys are blocked, or for any other reason.
- Data recovery or cleanup due to use of the data from the Uptime Practice DR physical storage device.
- Synchronization of data from Practice DR storage device to cloud server.
 - In the event of a disaster, client can use and access the Practice DR storage device but must contact Uptime to disable the synchronization as once internet is restored any changes to the data will be overwritten by the one-way synchronization process. Client will then need to work with Uptime to move updated data to their private cloud environment, which may require the data transfer service (extended service fee).
- Upgrades or repairs to the physical storage device.

Signature

I agree to all terms in the above Practice Service Agreement, Exchange Service Agreement, MDA Service Agreement, and Practice DR Service Agreement.

Company Name ("Client")	
Signed By	
Signature	
Date	