



Uptime JurisPage Service Agreement

2024.R1 | Last updated: April 2024

This Uptime JurisPage Service Agreement ("JurisPage Service Agreement") is incorporated into and subject to the Master Service Agreement (the "Agreement") between Uptime Operations Canada, ULC, an unlimited liability company incorporated in British Columbia, Canada, and registered in Alberta, Canada ("Uptime"), and the undersigned party ("Client") (collectively, the "Parties" or individually, a "Party"). This JurisPage 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 JurisPage Service Agreement. This JurisPage 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 JurisPage 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 provides website design and internet marketing services. The services to be provided are those selected in the Plan Documentation with the deliverables outlined as:

JurisPage Platform: Website and marketing-ready platform.

Website design: Website design is based on results-oriented, curated selections optimized for law firms. Client will select one starting Framework, one Color Palette, one Iconography set, and one Typography set. Design scope includes up to 30 website pages (designed or imported), up to 5 pieces of content (maximum of 1000 words each) or maximum 5000 words of content, and one round of revisions.

Website hosting includes the hosting of the website, up to five (5) site updates or changes per month, and a blogging platform. Site updates are limited to site copy, illustrations, basic layout, adding or removing a page.

Supported Hosting Plug-ins: Yoast, Gravity Forms, Google Review Widget, Accessibee, ApexChat, Agency Analytics

Kickstart: Landing page setup, design, hosting, updates and modifications (up to 2 landing pages). Google Ads campaign management (of up to \$5,000 ad-spend) including account creation, ad copy, keyword research, and ongoing analysis, optimization and revision to keywords, bids and ads. Call tracking, analytics and reporting.

Elevate: The goal and ultimate deliverable of Elevate is to increase rankings and visibility, driving marketing leads to the client. To reach this goal, Uptime will provide various services and deliverables including but not limited to: Onsite optimization, link building, citations, keyword research, Google Analytics, and up to 2 SEO Entitlements per month (an SEO entitlement is a piece of content up to 1,000 words, 1-2 backlinks, or 1-20 citations). Intended for one SEO campaign.

Elevate System Requirements: For best marketing performance and results, Uptime recommends all Elevate clients build and host their website through Uptime (JurisPage Platform service). Uptime will provide Elevate services to clients with websites hosted through other providers provided the following requirements are met: 1) the website is a WordPress website, 2) the Client has administrative access to the WordPress site/account, 3) the Client shares the WordPress credentials with Uptime to perform Elevate marketing services.



2. Invoicing & Payment; Service Suspension.

- a. **Billing Start Timeline:** The billing start date is based on the date Client submits the signed Agreement and this JurisPage Agreement and is as follows, based on the type of service/package selected in the Plan Documentation:
 - **JurisPage Platform:** Payment schedule for any design fees is outlined in the Plan Documentation and is generally due upon account signup. Monthly service charges will start 60-days after account signup.
 - **Kickstart:** Billing start is 14 days from the date Client submits the signed agreements; Uptime will verify actual ad spend each month and increase Client's base plan as necessary based on actual ad spend.
 - **Elevate:** Billing start date is 30 days from the date Client submits the signed agreements.
- b. **Payment:** All charges will be automatically charged to the billing information Client provides to Uptime for monthly automatic payments. The current fees and expenses for Services related to this JurisPage Service Agreement are located in Client's Plan Documentation.
- c. **Timely Performance:** Client agrees to timely cooperate and participate in provision of Services by Uptime, including timely reviewing marketing content and blog posts. Client's failure to timely cooperate and participate in the provision of Services, or failure to timely review marketing content and blog posts, will not excuse Client's obligation to pay for the fees and expenses incurred by Uptime in performing the Services and creating marketing content and blog posts.

3. **Intellectual Property.** Client acknowledges that JurisPage, JurisPage Software, accounts, custom configurations, platforms, groupings, or engines utilized to generate marketing leads, are the sole and exclusive intellectual property of Uptime. All intellectual property rights associated with JurisPage, 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 JurisPage and intellectual property only as necessary for Client's internal business purposes in connection with use of the Service pursuant to this JurisPage Service Agreement.

4. **Ownership of Content.** For purposes of this subsection, the individual person entering into this Agreement, or other agreement as may be applicable, on behalf of Client shall be considered the "Client" for purposes of the ownership of content and making decisions regarding the treatment of content, unless that individual provides Uptime with written authorization designating a different individual person as the representative of Client for purposes of ownership of content and making decisions regarding the treatment of content. 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 content and making decisions regarding the treatment of content.

Ownership of Content and Account by service:



JurisPage Platform, Website Design & Hosting Services: The content is owned by Client while the platform and hosting account are owned by Uptime.

Elevate / SEO Services: Any content is owned by Client. Analytics and reporting accounts are owned by Uptime.

Kickstart / Google Ads: The Google Ads account is owned by and transferrable to Client upon service cancellation. Uptime owns the landing page, its design, and its respective hosting account.

Email Marketing Services: Client owns the content and the contacts. Uptime owns the account emails are sent from.

5. Termination.

- a. Termination: Client may cancel services by providing written notice of cancellation at least 30-days prior to the end of the current term. Notice of cancellation shall be sent via email to billing@uptimelegal.com. Client will remain responsible for remaining costs and expenses through the end of the current term.
- b. Upon termination of any hosting package, 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):
 - i. **Hosting Accounts:** A site export. Sites are exported in two ways: 1) the website's static HTML / CSS files, and 2) WordPress XML file. Client will be responsible for setting up and configuring the site files to work on a new platform, setting up and configuring a new hosting platform, and updating licensing for add-ins, plug-ins and other 3rd party tools (i.e. Call Rail).
 - ii. **Kickstart or other Google Ads service:** Transfer the Google Adwords account to client.
 - iii. **Email Marketing:** An export (CSV file) of the email marketing contact database.

Kickstart / Google Ads: Cancellation of services extends to cancelling, or stopping, the JurisPage management of Google Ads (or other such service). At Client's request, Uptime will assist in stopping third-party spend (i.e. Google Ads spend). Uptime is not responsible for any third-party ad spend during or after cancellation.

6. Covered Services. Uptime agrees to provide the covered Services outlined in the JurisPage Plan Documentation and this Service Level Agreement.

CRM element of JurisPage Platform includes the following support:

- Connect website (JurisPage provided) sales contact forms to the CRM.
- Assist with connecting client's email with the CRM
- Connect Calendars into CRM
- Import stock workflow automation for form submission and appointment setting
- One (1) 1-hour training session and written documentation on customizing and utilizing the CRM for sales pipelining
- Day-to-day support for elements configured by JurisPage (forms integration, stock automations)
- CRM changes can be requested and are limited to within the same 5 website changes allowed per month. Additional changes may be requested for an additional service fee.

- 7. Services Not Covered.** Services not listed in the JurisPage Plan Documentation or Service Level Agreement will not be provided as part of this JurisPage Service Agreement.

Signature

I agree to all terms of the Agreement and this JurisPage Service Agreement.

Company Name ("Client")	
Signed By	
Signature	
Date	