

## Uptime LexWorkplace Canadian Service Agreement

2025.R1 | Last updated: March 2024

This Uptime LexWorkplace Service Agreement (“LexWorkplace Service Agreement”) is incorporated into and subject to the Master Service Agreement (the “Agreement”) between Uptime Systems Canada, ULC, an unlimited liability company incorporated in Alberta, Canada, and registered in Ontario, Canada (“Uptime”), and the undersigned party (“Client”) (collectively, the “Parties” or individually, a “Party”). This LexWorkplace 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 LexWorkplace Service Agreement. This LexWorkplace 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 LexWorkplace 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 is the owner of LexWorkplace software, used to manage and organize documents, client and matter (case) information, third-party contact information, and internal office information (“LexWorkplace”). Uptime provides monthly subscriptions for subscribers (clients) to access and use the software via web-access.
- 2. Intellectual Property.** Client acknowledges that LexWorkplace is a unique and proprietary program developed by Uptime, and that all intellectual property rights associated with LexWorkplace, including any patent, copyright, trademark, or trade secrets, are and shall remain the intellectual property of Uptime as between Uptime and Client. Client acknowledges that LexWorkplace may only be accessed through, and hosted by, Uptime. LexWorkplace may not be transferred or otherwise migrated to a different provider or host.
- 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 LexWorkplace 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 LexWorkplace does not start (data is not transferred to Uptime) within 6 months of the effective date of this LexWorkplace Service Agreement.

**Variable Storage, Usage, & Users.** Charges for storage will automatically increase depending on Client’s usage. If Client adds additional users to its account, or if during the course of a Service audit Uptime identifies additional users on Client’s account, Client’s Service plan will automatically increase to match usage. Total storage includes active data, versioning history, and data in the recycling bin.

**LexWorkplace Starter.** LexWorkplace Starter is free while the Client has an active Uptime Practice Service Plan (Practice Foundation, Practice Go, Practice Next) (herein “Practice Plan”). LexWorkplace Starter is limited in users to active users on the Client’s Practice Plan and limited in total storage to 500 GB.

LexWorkplace Starter will automatically convert to a paid LexWorkplace Core service plan once total storage exceeds 500 GB or upon cancellation of Client's Practice Plan. LexWorkplace Core will be charged based on the rates published at [www.lexworkplace.com/pricing](http://www.lexworkplace.com/pricing).

- 4. Onboarding; Data Migration.** Uptime will import/ingest Client's existing documents and data, as applicable to LexWorkplace, as part of Client's migration process. Note that the data must be provided to Uptime or access must be given to Uptime in a transferable way. For instance, if documents live within a web-based application, Client may need to manually download or otherwise obtain its data from the cloud application before Uptime can migrate the documents to LexWorkplace. Onboarding and data migration require the assistance and cooperation of Client, and Client agrees to timely cooperate and participate as needed to complete the onboarding and data migration process.
- 5. Backup Systems & Data Encryption.** Backups include but are not limited to, versioning, the recycling bin, and cross-region replication. LexWorkplace data is backed up via continuous, real-time replication. Backups are replicated to geographically redundant data centers and servers. Items deleted will remain in the system's backup retention for a minimum of 120 days. In the event a LexWorkplace file, version, or full system restore is necessary, Client can request a restore by submitting a request to Uptime. A restore or backup fee may be associated with restore service. Items in the Recycling Bin are included in the LexWorkplace site and service plan's total storage quota/capacity. All data is encrypted at-rest and in-transit, including during backup and replication. backups include.
- 6. Ownership of Data.** Client retains sole ownership of all content and Data that Client imports to Uptime's Services and stores and/or backs up using Uptime's 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.
- 7. Data Sovereignty.** All data stored in LexWorkplace, including documents, email, notes, matter data, firm data, search index and backup will be stored on servers within the country of Canada
- 8. LexWorkplace AI Privacy Information.** LexWorkplace uses Artificial Intelligence (Ai) in some of its document management capabilities. Certain AI-driven features may involve securely transmitting document content or end-user conversation to third-party AI services, including OpenAI, solely for the purpose of user-initiated Ai functionality within LexWorkplace.

**AI Subprocessor.** The LexWorkplace application uses ChatGPT, by OpenAI, as a subprocessor for AI-related tasks. As a subprocessor, OpenAI will have limited access to certain data that you may provide to us or that we collect on your behalf. Please be assured that our relationship with

OpenAI is governed by a robust data processing and privacy agreement that ensures the highest level of security and confidentiality.

### **Compliance**

OpenAI has been carefully selected and vetted to ensure compliance with all relevant data protection regulations and industry security best practices. Specifically, LexWorkplace uses OpenAI's Enterprise API platform, which you can learn more about here:

<https://openai.com/enterprise-privacy/>.

**Retention.** As outlined in OpenAI's Enterprise Privacy Policy, OpenAI may securely retain API inputs and outputs for up to 30 days to provide services and identify abuse. After 30 days, API inputs and outputs are removed from their systems, unless legally required to retain them.

- OpenAI/ChatGPT does not "learn" from customer-provided information, including documents your firm saves to LexWorkplace.
- LexWorkplace's AI functionality does not retain ChatGPT inputs or outputs except as described above.
- OpenAI does not add details from your firm, documents and data to its long-term memory. (Though this may be an optional feature in the future.)
- LexWorkplace does not save information from AI conversations (including queries and ChatGPT responses) unless the user explicitly asks it to (by saving an AI conversation as a "Matter Note").
- None of any AI conversation within LexWorkplace is shared with any third-party (except OpenAI).

**Transparency.** We are committed to maintaining transparency about our subprocessors. If you have any questions or concerns about our subprocessors or data processing activities, please do not hesitate to reach out to our support team at [support@UptimeLegal.com](mailto:support@UptimeLegal.com)

**Technical Details.** OpenAI/ChatGPT does not "learn" from customer-provided information, including documents your firm saves to LexWorkplace.

9. **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's support staff is 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.

## 10. System Requirements

LexWorkplace will be compatible with and support the Operating Systems, Browsers and Email Services defined at <https://lexworkplace.com/requirements/>.

**11. Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this LexWorkplace Service Agreement. 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.

Included Elements, Support Scope & Covered Services by Service Package	Core	Advanced
<b>LexWorkplace Application and Add-ins</b> Support for the LexWorkplace Application, launcher, and Outlook add-in are included. Support to setup or configure supported internet browsers for LexWorkplace use is included.	✓	✓
<b>LexWorkplace Training</b> On-demand, self-service training and support can be accessed here: <a href="https://help.lexworkplace.com">https://help.lexworkplace.com</a> Pre-recorded general training videos are available on-demand here: <a href="https://lexworkplace.com/lexworkplace-training-video/">https://lexworkplace.com/lexworkplace-training-video/</a>  A training sessions is included with initial onboarding to LexWorkplace. This training maybe a group or individual/personalized training based on the options selected in your onboarding package.  Post-onboarding, individualized/personalized training can be provided for an Extended Service Fee.	✓	✓
<b>Document AI</b>	✓	✓
<b>Integrated OCR</b> Documents and files added after the onboarding project will automatically OCR subject to availability of monthly OCR credits. Documents and files imported during migration can be manually OCR'd (selectable option for each document), subject to availability of OCR credits. The monthly OCR entitlement is 2500 credits (with 1 credit equating to 1 successfully OCR'd file). Unused monthly credits do not rollover. Additional credits can be purchased for an extended service fee. OCR may not be available or complete if the file is very large in size, very large in pages, a PDF portfolio, encrypted.		✓
<b>Litera Compare Integration</b> Requires Litera software (not provided by Uptime)		✓
<b>Inline Document Compare</b>		✓

**12. Services Not Covered.** Services not listed herein as a covered Service will not be provided as part of this LexWorkplace Service Agreement.

**13. Service within Uptime Practice.** Some clients have other services, including Uptime Practice. At this time, LexWorkplace is unsupported from within Uptime Practice cloud servers; clients need to use LexWorkplace outside of Uptime Practice cloud servers.

### Signature

I agree to all terms in the above LexWorkplace Service Agreement and Master Service Agreement.

Company Name ("Client")	
Signed By	
Signature	
Date	