Uptime LexCloud Service Agreement

2026.R1| Last updated: October 2026

This Uptime LexCloud Service Agreement ("LexCloud Service Agreement") is incorporated into and subject to the Master Service Agreement (the "Agreement") between Uptime Systems Canada, ULC ("Uptime") and the undersigned Client ("Client") (collectively, the "Parties" or individually, a "Party"). This LexCloud 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 LexCloud Service Agreement. This LexCloud 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 LexCloud 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.** LexCloud Services include hosted business services selected by Client and outlined in Client's Plan Document. Client may use LexCloud Services for any legal purpose. Services may include but are not limited to:
   a. **Private Cloud Hosting Services** include cloud server hosting (also referred to in the technology industry as a *virtual machine*), virtual desktop hosting, software application hosting, and document and file hosting ("Cloud Services"). As part of Cloud Services Uptime will provide the server computer hardware, virtualization hypervisor, server operating system, onsite data backups, network monitoring, power, surge protection, and the collocation facility. Uptime will ensure the cloud servers are accessible / connected to the internet.
   b. **Endpoint Management / Managed Cloud Services:**
   c. **Helpdesk:** The Helpdesk is open from 8:00AM to 8:00PM (EST) each business day.
   d. **After-hours Support:** Additional fees will apply for help desk support outside of standard hours.

2. **Charges.**
   a. 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 LexCloud 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 LexCloud Service Agreement.
   b. Items outside the scope of the Plan Document will be charged separately at the hourly rates listed below (Service Levels)
   c. Users and storage (mailbox size, server data stores, OneDrive, SharePoint) are subject to the Variable Storage, Usage, & Users Section (5) of the Master Service Agreement and will automatically increase to match usage.
   d. Additional Services not covered by the Monthly Fee will be billed at the end of each month and payment is due on receipt.

3. **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.

4. **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.

   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.

b. **Microsoft Software.** Microsoft Software deployed by Uptime for client's use in client's Uptime Cloud Servers: 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, Uptime will update Client to the newest version of each software application as requested by the Client. With respect to Microsoft Windows Server and in the case of Uptime Practice/Desktop, 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. **Microsoft Customer Agreement (MCA)**. As part of the MSP Services, Uptime will provision Microsoft 365 licensing for Client under the terms of the Agreement, this Uptime Manage SLA, and Microsoft's MCA. **Client agrees to Microsoft's Customer Agreement (MCA) and authorizes Uptime to agree to the MCA on Client's behalf when provisioning or otherwise managing Microsoft licensing for Client.** Microsoft's MCA can be viewed at https://www.microsoft.com/licensing/docs/customeragreement.

d. **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.

5. **Uptime Intellectual Property.** Client acknowledges that the Uptime LexCloud cloud server ("Platform") and all components associated with the Platform are the sole and exclusive intellectual property of Uptime. All intellectual property rights associated with the 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 Platform and intellectual property only as necessary for Client's internal business purposes in connection with use of the Cloud Services pursuant to this LexCloud Service Agreement.

6. **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.

7. **Service Level Agreement**.

a. **Private Cloud Server:** 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 Uptime Cloud Servers will be accessible from the internet. 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.

b. Response Times

Priority	Response*	Target	Description
CRITICAL	30 mins	90%	Firm or Partner cannot work, no work around is available.
HIGH	2 hrs	90%	Firm or Partner is impacted, work around is available. User cannot work and no work around is available.
STANDARD	4 hrs	80%	User is impacted, work around is available.
NEXT BUSINESS DAY	16 hrs	80%	Schedule directed by client.

* Response means an engineer working on the support incident

c. Support Rates:

i. Additional Support Services are available for:
   1. Remove work is $175 per hour, billed in .25 hour increments
   2. Onside work is $235 per hour with a 2-hour minimum (exclusive of travel time) and billed in .5 hour increments. Travel time and expense is invoiced separately.

ii. Support outside standard Helpdesk hours are billable at 125% the hourly rate. A minimum fee of 1 hour applies to use of Uptime LexCloud's emergency after-hour services.

iii. Consulting Services are available for $250 per hour.

8. 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.

9. 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.

10. Backup Systems & Data Retention.

a. Data Stored within Uptime's Cloud Servers: Uptime will maintain thirty (30) days of historical backups for all Data Client stores within its Cloud Services. Uptime will maintain these backups in two locations simultaneously (on-premise and offsite).

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.

b. Data Stored within Microsoft 365 (email, OneDrive, SharePoint, etc): 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]

Client can elect to include service of 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.

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.

11. Termination.

- **a.** The term for all Services is month-to-month unless stated otherwise in a LexCloud.ca Agreement signed prior to Jan 1, 2025.
- **b.** No Service can be temporarily suspended or put on hold by Client, unless expressly provided for in the applicable Service Agreement.
- **c.** Upon notice of termination, Uptime may assist in transition data to the client. Uptime does not provide copies of hosted virtual machines as these are proprietary to the Uptime environment. The Client will pay Uptime for this assistance on a time and materials basis or at listed extended service fee rates.