Uptime Cloud Service Agreement

2026v2 | Last updated: October 2026

This Uptime Cloud Service Agreement ("Uptime Cloud SLA") 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"). If Client's Agreement is with Uptime Systems, LLC, then "Uptime" refers to Uptime Systems, LLC, a limited liability company organized in the state of Minnesota; or if Client's Agreement is with Uptime Systems Canada, ULC, then "Uptime" refers to Uptime Systems Canada, ULC, an unlimited liability company incorporated in Alberta, Canada, and registered in Ontario, Canada. This Uptime Cloud SLA 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 Uptime Cloud SLA. This Uptime Cloud SLA 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 Uptime Cloud SLA 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 Cloud has two deployment options: Full Private Cloud and Single App Hosting (collectively "Uptime Cloud", "Cloud Services" or "Services"). This Uptime Cloud SLA applies to Gen11 or newer Uptime Cloud service plans. Uptime can provide Microsoft 365 hosting and support , along with local IT support and services (Managed IT Services) through its Uptime Manage services and agreements. This Uptime Cloud SLA scope and support is limited to cloud server access, cloud server hosting, and cloud server support only.

    a. **Full Private Cloud** services include cloud server hosting (also referred to in the technology industry as a *virtual machine* or *terminal server*), virtual desktop hosting, software application hosting, and document and file hosting.
    Intended Use: Full Private Cloud hosting is intended to be your secure day-to-day virtual desktop work environment, where you login and work access your software applications and access, work on, and save your data and files.

    b. **Single App Hosting** services include cloud server hosting (also referred to in the technology industry as a *virtual machine* or *terminal server*), and software application hosting for a single application. Document and file server storage is not included.
    Intended Use: Single App Hosting is intended to provide cloud / remote access to a single software application. While Single App Hosting can optionally include aspects of the Microsoft Office Suite, 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 Single App Hosting environment. Office applications are provided to facilitate integrations with practice management software, for exporting reports (and saving outside of Single App Hosting). The storage provided is intended to be used as temporary storage only. Using Microsoft Office

beyond the scope listed herein, within the Single App Hosting 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 Single App Hosting servers.

Many legal software applications include document storage and/or document management. Single App Hosting is not intended for such use. Single App Hosting is intended for use of front-office billing and CRM application functions only.

c. Client may use Cloud Services for any legal purpose. 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.

2. Charges.

a. Unless otherwise specified in writing and agreed by Uptime, billing will commence once the data migration into Cloud Services begins. The current fees and expenses for Services related to this Uptime Cloud SLA 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 Cloud does not start (data is not transferred to Uptime) within 6 months of the effective date of this Uptime Cloud SLA.

b. Users, storage, and options and other variable use elements (including but not limited to mailbox size, server data stores, OneDrive, SharePoint) are subject to the Variable Storage, Usage, & Users Section (5.2) of the Master Service Agreement and will automatically increase to match usage.

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 Cloud/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 Cloud Platform and all components associated with the Uptime Cloud Platform are the sole and exclusive intellectual property of Uptime. All intellectual property rights associated with the Uptime Cloud 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 Cloud Platform and intellectual property only as necessary for Client's internal business purposes in connection with use of the Cloud Services pursuant to this Uptime Cloud SLA.

6. **Bandwidth.** Uptime Cloud service plans include 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/

7. **Microsoft Windows Search Indexer.** Microsoft Windows Search Indexer is not supported in the Uptime Cloud environment. Non-indexed search is functional in most cases within the Uptime Cloud hosted environment. In cases of larger document and email volume may become problematic as Windows built-in functionality limits are pushed. For optimal document and

email index and search Uptime recommends a commercial Document & Email Management solution such as LexWorkplace.

8. **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.

9. **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 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.

10. **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.

11. **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, specifically via Uptime's Master Service Form. 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.

12. **Backup Systems & Data Retention**.

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.

13. **Help Desk Hours.** Uptime's Normal Help Desk Hours and Emergency Help Desk Hours are posted at https://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 https://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.

14. **Covered Services.** Uptime agrees to provide the covered Services outlined below as part of this Uptime Cloud SLA (based on the service options selected in the Plan Documentation). Some covered Services will incur additional or extended service fees (see uptimelegal.com/extended-service-fees for additional information).

    All covered Services are provided via remote support only. Uptime may, in its sole discretion, deem that a task is outside the scope of standard covered Service and may quote the task as a fixed-fee project.

    a. **User Support Policy**
    With regard to 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 (cloud server and/or Microsoft 365 account).

    b.

Full Private Cloud Covered Services

Service Covered by or Included with each package	Single App Hosting	Full Private Cloud
Cloud Server:		
File Server / Document hosting		✔
Hosting a single software application only (as identified on the Plan Document)	✔	✔
Hosting multiple software applications (as identified on the Plan Document)		✔
Uptime Cloud Server Support Services	✔	✔
Support Services for the cloud server infrastructure	✔	✔
Support Services for Remote Desktop Connection	✔	✔
Virus Support Services for Client's cloud server	✔	✔
Duo MFA: Uptime will provide a Duo MFA license license for each of Client's active directory users; all users must enroll in Duo MFA. Shared accounts are not permitted.	✔	✔
Upgrades to new cloud server operating system at Uptime's requirement; Client may need to engage their third-party vendors for application migration assistance and such engagement may incur fees from the third-party vendor). Upgrades to new cloud server operating systems at Client's request are covered but may require an extended-service-fee.	✔	✔
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)	✔	✔

Support Services for Printing from the cloud	✔	✔
Support Services for Scanning-to-Folder (into the Cloud Server) Requires a VPN	✔	✔

Local Computers, Printers & Network

Purchase Advisory and Vendor Advisory Service Including providing Client recommendations on PC's, software, devices, ISPs, and other devices and services	✔**	✔**
Support Services for Client's VPN(s) to Uptime's Cloud (provided firewall is a WatchGuard or SonicWall)	limited*	limited*
Support Services for mapped drives (setup and support) Requires a firewall, VPN, joining to Uptime's cloud domain, and local antivirus	✔	✔
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*	limited*

*Limited: Uptime will provide necessary details and/or temporary access to Client's local IT professional
**Uptime will provide basic consultation services. Uptime recommends Uptime Manage (Managed IT Services) for access to an Uptime Technical Account Manager who can provide robust recommendations based on the IT strategy of your firm.

15. **Services Not Covered.** Services not listed herein as a covered Cloud Service will not be provided as part of this Uptime Cloud SLA. Services that are not provided include, but are not limited to:

- Local / on-premise Server
- Applications not hosted on Uptime Cloud
- 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
- Uptime will only setup and support Duo MFA for use authenticating to Uptime Cloud cloud servers.
- Uptime does not provide or sell hardware authentication tokens (with regard to the Duo MFA licensing); but Uptime will setup for client upon client's independent purchase.
- 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 operating system not under maintenance or support by its publisher
- 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) (outside of Teams which is supported)
- Uptime cannot complete security questionnaires on client's behalf. Uptime will provide documentation to aid client in answering security questionnaires.

16. Optional Service Add-on: Uptime Cloud DR

Description of Services. Uptime Cloud DR ("Cloud DR") service includes one-way synchronization of Client's Uptime Cloud cloud servers to backup repository that Client can access and download from. The setup cost includes configuring the backup repository, the licensing necessary on Uptime's side, and the initial licensing needed on Client's side (to facilitate downloading the data).

There are multiple use-cases for Cloud DR. Uptime recommends Clients download a local copy of data if Client is required to. Other than specific requirements for local data copies, Uptime recommends client periodically verify their connection to the backup repository but leaving data in the repository for security purposes (once data is downloaded locally, the security of that data is client's responsibility). A physical storage device is not included by Uptime. Should client want to regularly download the backup data, Uptime can make a device recommendation based on client's needs.

Charges. The current fees and expenses for Services related to this Services Agreement are located in Client's Plan Documentation. Cloud DR is subject to the Variable Storage, Usage, & Users Section (5.2) of the Master Service Agreement and will automatically increase to match amount of data backed up.

Backup Systems & Data Retention. Uptime Cloud DR is a backup of Client's D:\Cloud drive folder and D:\Profile Data folder, both folders as located on Client's Uptime Cloud cloud server. Uptime Cloud DR also includes a SQL backup from Client's Uptime Cloud. This is configured to be a daily backup (daily one-way synchronization). Actual backup times will vary based on the size of the source data (especially SQL backups); 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.

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

a. Initial setup as described above.
b. Initial setup and training Client how to access the backup repository.
c. Monitoring backup from Uptime to the backup repository.

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

- Configuration of any physical storage device procured by and used by Client to download backup data copies.
- Monitoring of data copy from repository to Client's local device.

17. **Assignment.** Client may not assign this Uptime Manage SLA without the prior written consent of Uptime. Uptime may assign this Uptime Manage SLA in whole or in part without the prior consent of Client. This Uptime Manage SLA will inure to the benefit of, and be binding upon, the Parties hereto, and their successors and assigns.

Signature

I agree to all terms in the above Uptime Cloud SLA and Cloud DR Service Agreement.

Company Name ("Client")	
Signed By	
Signature	
Title	
Date	