

## Uptime LexWorkplace Trial Agreement

2024.R1 | Last updated: September 2024

Uptime Systems, LLC (“Uptime”), and the undersigned party (“Client”) (collectively, the “Parties” or individually, a “Party”), hereby enter into this LexWorkplace Trial Agreement (this “Trial Agreement”) in consideration of the mutual covenants and agreements set forth herein. This Trial Agreement is effective and binding as of the date acknowledged electronically by Client, or upon use of the Trial Services (“Effective Date”). The Parties agree that this Trial Agreement is deemed to have been entered into and formed in Minnesota. This Trial Agreement contain the terms and conditions that govern the relationship between the Parties, and the Parties hereby mutually agree to be bound by these terms and conditions.). By accepting this Trial Agreement, you represent and warrant, as applicable, that you: (i) have full legal authority to bind your organization (e.g., employer) to this Trial Agreement; and (ii) you understand and agree to this Trial Agreement on behalf of such organization.

- 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”).
- 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. Ownership of Data.** Client retains sole ownership of all content and Data that Client imports to LexWorkplace (“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 Trial 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.
- 4. System Requirements**  
LexWorkplace will be compatible with and support the Operating Systems, Browsers and Email Services defined at <https://lexworkplace.com/requirements/>.
- 5. Confidentiality.**
  - a. Confidential Information.** The Parties acknowledge that during the course of performing this Agreement each Party may be exposed to Confidential Information of the other Party. “Confidential Information” means any information exchanged between the Parties that the other should reasonably consider to be confidential. The recipient of Confidential Information agrees to hold in confidence, and not to use any Confidential Information, except for the benefit of the discloser, or disclose any Confidential Information to any person or entity without the prior written authorization of the discloser. The recipient of Confidential Information will further take reasonable efforts to secure and protect such Confidential Information by instruction or agreement with its employees who are permitted to access Confidential Information in the performance of obligations under this Agreement.
  - b. Required Disclosure.** The confidentiality obligations under this Agreement shall not apply to Confidential Information to the extent that such Confidential Information is required to be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental authority, or otherwise by operation of applicable law. In the event of such order or requirement, recipient, if and to the extent permitted by law, shall give discloser written notice thereof and of the Confidential Information to be disclosed as soon as practicable prior to disclosure of such Confidential Information and shall provide such reasonable assistance as discloser may request, at discloser’s sole expense, in seeking a protective order or other appropriate relief in order to protect the confidentiality of the Confidential Information.
- 6. Term & Termination.**

- a. **Term.** The term for this Trial Agreement is 7-days, commencing on the first day that the Trial Services are activated by Uptime for Customer's use.
  - b. **Effect of Termination.** Client's access to the LexWorkplace account will end. Client will have no further access to Services, information, content, or Data at that time. It is Client's sole responsibility, at Client's cost, to have all information, content, and Data out of Uptime's systems prior to that time. Upon termination Client agrees that Uptime is not responsible for retaining or hosting Client's information or Data for any length of time beyond the term.
7. **Warranties.** Uptime warrants that the Services will be provided in a professional manner, and in conformity with generally accepted industry standards applicable to such Services. **UPTIME EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. UPTIME MAKES NO WARRANTY THAT: (A) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS; (B) CLIENT'S USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE; OR (C) ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED.**
8. **Limitation of Liability.**
  - a. **Limitation of Liability.** UPTIME'S TOTAL LIABILITY TO CLIENT, WHETHER BASED ON CLAIMS OR THEORIES UNDER THIS AGREEMENT OR A SERVICE AGREEMENT, OR BASED ON ANY OTHER CLAIM OR THEORY, WHETHER ARISING UNDER STATUTE, COMMON LAW, OR OTHERWISE, WILL BE LIMITED TO THE MONTHLY RECURRING PAYMENTS ACTUALLY RECEIVED BY UPTIME FROM CLIENT UNDER THIS AGREEMENT, IF ANY, DURING THE MONTH OF THE EVENT THAT GAVE RISE TO ANY LIABILITY. IN NO EVENT WILL UPTIME BE LIABLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF USE, LOSS OF DATA, OR LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF SUCH DAMAGES WERE OR ARE FORESEEABLE. Client acknowledges that information technology security is a dynamic field and agrees that it will not hold Uptime responsible for failure to discover all security risks and issues. UPTIME SHALL NOT BE LIABLE FOR ANY OUTAGES OR SYSTEM FAILURES THAT OCCUR DURING ROUTINE OPERATIONS. UPTIME WILL WORK WITH CLIENT TO REPAIR SUCH OUTAGES OR SYSTEM FAILURES AT STANDARD HOURLY RATES, AS APPLICABLE FOR THE SERVICES BEING PERFORMED. Client acknowledges that performance of the Services may be affected by transmission or capacity limitations of internet or other telecommunications providers, and that such limitations are beyond Uptime's control. Uptime shall have no liability to Client or any third party for claims that arise from or are related to such limitations.
9. **Indemnification.** Each Party agrees to indemnify and hold harmless the other from and against any damages, costs, and expenses, including reasonable attorneys' fees, awarded against or incurred by a Party arising out of the other Party's breach of this Agreement, Service Agreements, or any negligent or willful misconduct of the other Party. In the event that Client or any entity under the reasonable control of Client causes damage to property belonging to Uptime, Client agrees to compensate Uptime for the property's full replacement value.
10. **Miscellaneous Provisions.**
  - a. **Definitions.** Any words with initial capital letters, that are not proper names, are as defined in this Agreement. Any word in the singular shall mean the plural, and the plural the singular.
  - b. **Non-Assignment.** Client may not assign this Agreement, in whole or part, without the prior written consent of Uptime. This Agreement will inure to the benefit of, and be binding upon, the Parties hereto, and their successors and assigns.
  - c. **Force Majeure; Delays.** Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control. In addition, Uptime shall not be held responsible for any delays by a third party involved in providing migration services to Client. Such causes include, by way of example and not limitation, technical failures or difficulties, problems or interruptions with the internet, computer viruses, fire, snow storms, hurricanes, or other acts of God, political insurrection or problems arising from federal, state, or local authorities, labor disputes, strikes, or any other cause or causes beyond a Party's reasonable control.
  - d. **No Waiver.** The waiver of a breach of any provision of this Agreement by a Party shall not operate or be construed as a waiver of any subsequent breach.

- e. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter herein. Client acknowledges that they have not been induced to enter into this Agreement or any Service Agreements by any representations or promises not specifically stated herein.
- f. **Choice of Law; Exclusive Jurisdiction & Venue; Enforcement.** The internal laws, without regard to conflict of laws principles, of the State of Minnesota will exclusively govern all questions concerning the formation, construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The Parties agree that any legal proceeding or dispute arising out of or in connection with this Agreement, or any other legal proceeding or dispute between the Parties, will be brought in state or federal court in Hennepin County, State of Minnesota, and each Party consents to the exclusive jurisdiction and exclusive venue of such courts.
- g. **Costs of Enforcement.** In any proceeding to enforce the terms of this Agreement, or in any proceeding involving a dispute between Uptime and Client, the prevailing party shall be entitled to recover from the other party its costs and expenses, including reasonable attorneys' fees, including its costs, expenses, and reasonable attorneys' fees associated with collection.
- h. **Notices.** Any notice required or permitted to be given to Client under this Agreement shall be sufficient and effective: on the day of electronic transmission to any email address Uptime has on file for Client. Any notice required or permitted to be given to Uptime under this Agreement shall be sufficient and effective: on the day Uptime confirms receipt of electronic transmission to the following email address [billing@uptimelegal.com](mailto:billing@uptimelegal.com).
- i. **No Agency.** The Parties are independent contractors. This Agreement does not create an agency, partnership, or joint venture.
- j. **Introductory Statement.** The introductory statement is incorporated herein as a term and condition of this Agreement.