

LEGAL SOFT TERMS OF SERVICE

These Terms of Service (these "Terms") are a legally binding agreement between Virtual Staff, Inc., a California corporation, doing business as Legal Soft (collectively "Company" or "Legal Soft"), and the client named in the order form ("Client") that has entered into a legally binding purchase order (an "Order Form" and together with these Terms, and Legal Soft's Privacy Policy, the "Agreement"). These Terms do not, absent execution of an Order Form, impose any obligation upon Legal Soft to provide any service. "Party" means Company or Client, as applicable, and "Parties" means the foregoing collectively.

1. SERVICES.

- a. The services provided in respect of staffing individuals remotely shall be set out in the Order Form.

2. ACCEPTABLE AND RESTRICTED USE.

- a. Client shall not utilize our Services to breach any laws or in any way breach a third party's rights.
- b. Client shall abide by all human rights/employment laws that apply in its jurisdiction.
- c. Client shall not breach the anti-poaching provision set out in the Order Form, directly or indirectly.
- d. Client shall not pay any Company virtual assistant ("Company VA") directly.
- e. Client hereby agrees to channel all fees payable to Company VA pursuant to the Agreement solely as agreed upon herein. Any direct payment to a Company VA by Client shall be a breach of the Agreement and Company may, at its discretion, terminate the Agreement upon confirmation of such breach ("Payment Breach").

3. LIMITED LICENSE TO COMPANY.

Subject to the terms and conditions of the Agreement, Client hereby grants to Company, a limited, non-exclusive, non-transferable, and non-sublicensable right and license to use copy, store, transmit, and process Client information solely as necessary to provide the Services for the duration of the Term.

4. FEES AND PAYMENT.

- a. **Fee types.** Upon execution of the Order Form, a set-up fee and additional recurring fees as authorized in Exhibit A of the Order Form shall apply.
- b. **Recurring Fees.** The monthly service fees charged to the client will commence on the Order Form Effective Date (i.e., the date the VA commences work at the client).
- c. **Transaction Charges.** Client hereby agrees to pay the following fees for the applicable transactions: (i) ACH transactions – no extra payment; (ii) credit card transactions – 2.95% of the total transaction amount.
- d. **Refunds.** Set-up fees are non-refundable. Any other refund entitlements shall be set out in the Order Form.
- e. **Discounts.** Any discounts offered to Client by Company, as set out in an Order Form, shall only be effective once, and will only apply for the first month of services.
- f. **Due Date.** All recurring fees shall be due and payable in advance for each semi-monthly period on the 1st and 16th of each month. Each invoice will cover the service for the upcoming billing period.

In addition to the set-up fee, Client hereby agrees to pay a prorated services fee amount starting from the Order Form Effective Date to either the 1st of the next month or the 16th of the current month, whichever is sooner.

- g. **Off Cycle Payment Fee.** If a bonus is paid to the Company VA off cycle, (not in accordance with the Company VA's regular pay cycle), and if said bonus is paid by credit card, then Client will pay an off cycle credit card processing fee of 1.5% in addition to the regular credit card processing fee of 2.95%. For the avoidance of doubt, if Client pays Company VA a bonus outside of the Company VA's regular pay cycle, Client will pay a credit card processing fee of 4.45%.
- h. **Timekeeping Adjustment Provision.** The Parties acknowledge that minor discrepancies in a Virtual Assistant's ("VA") recorded hours may occur. Accordingly:
 - i. **De Minimis Variance.** Where, in any billing cycle, the aggregate discrepancy between recorded and actual hours is ten (10) hours or fewer, no adjustment shall be made, and Client shall remain obligated to pay the full fixed service fee for such cycle.

- ii. **Material Variance.** Where such discrepancy exceeds ten (10) hours, Legal Soft shall adjust Client's invoice for that billing cycle to reflect the reduced hours.
 - iii. **No Carryover.** Any such adjustment shall apply only to the billing cycle in which the variance occurred and shall not carry over to future cycles.
- i. **Late Fees.** If the Client fails to pay any fees owed to the Company:
 - i. within three (3) days from the due date or after the expiration of any billing period, the Client shall incur a late fee in the amount of \$250 until such time that the Client pays the full amount of its debt to the Company;
 - ii. within fifteen (15) days from the due date or after the expiration of any billing period, the Client shall incur a second late fee in the amount of \$500 or 10% of the outstanding amount, whichever is greater, until such time that the Client pays the full amount of its debt to the Company;
 - iii. within thirty (30) days from the due date or after the expiration of any billing period, the Client's account shall be suspended, and any Company VA assigned to Client shall immediately be removed. If a signed, active ACH Request Form is on file, Legal Soft will charge all unpaid balances to the authorized accounts 30 days after the due date; and
 - iv. If the Client fails to pay any debt owed to the Company within sixty (60) days from the due date or after the expiration of any billing period, the Client's account shall be canceled and reported to a third-party collection agency.
- j. **Rate Increases.** On an annual basis on the contract anniversary, the Company will review the recurring fees. Annual service fee increases are composed of two components:
 - i. **VA Salary Increase.** After every 12 months of service with the Client, the Company VA is entitled to an annual increase to their hourly rate ("VA Salary Increase"). The Company encourages the Client to award annual (based on Company VA deployment date) increases to encourage the success and retention of their VA(s). Please discuss the recommended VA Salary Increase for your VA role and level with the appropriate Account Team members. Any increase to the Company VA's hourly rate is the sole financial responsibility of the Client.
 - ii. **Price Adjustment.** The Company will adjust the Recurring Fee up to the percentage increase of the year over year change in the CPI-W; if the

aforementioned index is terminated, the Company will use any successor or substitute index for the adjustment. For example, if contract renewal was on Feb 1, 2025 and the CPI-W index was 220 on Feb 2025 and 200 on Feb 2024, then the year over year increase is 10%. As used herein, "CPI-W" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Bureau of Labor Statistics (BLS).

- iii. **Payee Restricted to Company.** Client hereby agrees to make all payments in respect of fees and Company VAs directly to Company only pursuant to the Agreement. Any direct payment to a Company VA by Client shall be a breach of the Agreement and Company may, at its discretion, terminate the Agreement upon confirmation of such breach ("Payment Breach").

5. CONFIDENTIALITY.

- a. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of the Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b. **Mutual Confidentiality Obligations.** Each Party agrees: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will hold in confidence and not disclose the Confidential Information from dissemination to any third party without the other's consent, except as permitted by the Agreement; (iii) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access, provided such Party remains responsible for their compliance with this Section 5 and they are bound by confidentiality obligations no less protective than this Section 5; and (iv) to return or destroy all Confidential Information of the other Party in its possession that is not required to be retained by Law upon termination or expiration of the Agreement.
- c. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 6(a) and (b) shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or

disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party of the disclosure requirement if permitted by Law and reasonably cooperated with the other Party's efforts to obtain a protective treatment of the information subject to the requirement.

6. INTELLECTUAL PROPERTY AND OWNERSHIP.

- a. Client acknowledges that Legal Soft and its licensors own all right, title, and interest, including all copyright, trade secret, trademark, moral rights, and other intellectual property rights in and to (i) the Services (including all components thereof), and (ii) any data and information related to Client's use of the Services that is aggregated and anonymized, including to compile statistical and performance information related to the provision and operation of the Services ("Resultant Data").
- b. Client hereby grants Legal Soft a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to any feedback, comments, ideas, and suggestions for improvement as provided by a Client and any of its Representatives (collectively, "Feedback"). To the extent that such Feedback relates in any way to Legal Soft's Confidential Information (as defined), such Feedback is exclusive to Legal Soft and shall be Legal Soft Confidential Information. Legal Soft may, without any obligation, incorporate, use, commercialize and distribute in any manner, including, without limitation, as part of the Services such Feedback without any attribution, payment or other obligation to Client or its affiliates.
- c. Use of Aggregate Information. Notwithstanding anything to the contrary, Legal Soft shall have the right to collect and analyze Client Data and other information relating to the provision, use and performance of various aspects of the Services (in whole or in part) and related systems and technologies, and Legal Soft will be free (during and after the term hereof) to (i) use such data to improve and enhance the Services (in whole or in part) and for other development, diagnostic and corrective purposes in connection with the Services (in whole or in part), and (ii) utilize any such data in an aggregated or other de-identified form for any legal purpose in conformance with its Privacy Policy.

7. WARRANTIES; DISCLAIMERS.

- a. Representations and Warranties.

- i. Each Party represents and warrants that:
 - 1. It is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
 - 2. It has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under these Terms, including in respect of its affiliates as contemplated hereunder;
 - 3. The execution of the Order Form, by its representative whose signature is set forth at the end of such documents has been duly authorized by all necessary corporate or organizational action of such party; and
 - 4. When executed and delivered by both Parties, the foregoing documents under subsection (c), as well these Terms, will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. No Other Warranties.

- i. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THE AGREEMENT (INCLUDING IN ANY EXHIBITS HERETO), THE SERVICES PROVIDED BY LEGAL SOFT ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” AND LEGAL SOFT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE BY LEGAL SOFT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.
- ii. LEGAL SOFT DOES NOT WARRANT THAT THE SERVICES AND ANY COMPANY VA SHALL PRODUCE ANY PARTICULAR OUTCOME.
- iii. ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
- iv. COMPANY DOES NOT MONITOR OR POLICE COMPANY VA OR CLIENT AFTER A COMPANY VA IS EMPLOYED BY CLIENT AND DISCLAIM ALL LIABILITY ARISING FROM COMPANY VA IN RESPECT OF CLIENT AND VICE VERSA.

- v. COMPANY EXPRESSLY DISCLAIMS THE ACTIONS, OMISSIONS, OR PERFORMANCE OF ANY THIRD PARTY VENDOR OR OF THE CLIENT TO THE EXTENT APPLICABLE TO CLIENT'S INFRASTRUCTURE AND ANY THIRD PARTY SUPPLIERS.

8. INDEMNIFICATION.

a. Indemnification by Client.

Client shall indemnify, hold harmless, and, at Legal Soft's option, defend Legal Soft and its officers, directors, employees, agents, successors, and assigns (each, a "Legal Soft Indemnitee") from and against any and all claims, damages, losses, liabilities, expenses, and costs (including, but not limited to, reasonable attorneys' fees and court costs) brought by any third party and/or employee or client of Client against Company caused by, arising from, or relating to:

- i. any negligent or intentional act or omission of Client;
- ii. any failure of Client to perform and observe fully its obligations pursuant to the Agreement or to comply with relevant laws or regulation;
- iii. the negligence or willful misconduct of Company VAs that is a result of Client's directions and approval; or
- iv. any allegation that a Company VA caused injury and/or damage to any third party as a result of the directions and/or approval of Client.

Legal Soft agrees to give Client prompt written notice of such claim;

- i. authority to control and direct the defense and/or settlement of such claim; and
- ii. such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement.

Notwithstanding the foregoing, Client shall not settle any third- party claim against a Legal Soft Indemnitee unless such settlement completely and forever releases the Legal Soft Indemnitee with respect thereto or unless Legal Soft provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of a Legal Soft Indemnitee, the Legal Soft Indemnitee may participate in such defense at its own expense by counsel of its choice.

b. Indemnification by Legal Soft.

Legal Soft shall indemnify, hold harmless, and, at Client's option, defend Client, its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns (each, a "Client Indemnitee") from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party alleging that

- i. Any of the Services that are provided by Legal Soft, infringes or misappropriates such third party's Intellectual Property Rights,
- ii. Breach of Laws, or
- iii. Gross negligence, fraud or willful misconduct.

Client agrees to give Legal Soft

- i. prompt written notice of such claim;
- ii. authority to control and direct the defense and/or settlement of such claim; and
- iii. such information and assistance as Legal Soft may reasonably request, at

Legal Soft's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Legal Soft shall not settle any third-party claim against Client Indemnitee unless such settlement completely and forever releases the Client Indemnitee with respect thereto or unless Client provides its prior written consent to such settlement. In any action for which Legal Soft provides defense on behalf of a Client Indemnitee, the Client Indemnitee may participate in such defense at its own expense by counsel of its choice.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LEGAL SOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

OTHER THAN WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF A PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO LEGAL SOFT BY CLIENT UNDER THE AGREEMENT DURING THE 36 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

The disclaimers, exclusions and limitations of liability set forth in the Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of the Agreement, including, without limitation, the economic terms, would be substantially different.

10. TERM AND TERMINATION.

- a. **Contract Duration.** These Terms shall apply as of the Effective Date of the Order Form and the term shall continue until all Order Forms to which these Terms apply expire or are terminated.
- b. **Termination of Agreement by Client.** Client and Company agree that in order for Client to terminate the Order Form for any reason or no reason, prior written notice must be provided thirty (30) days in advance, Client must not be in default under the terms of the Agreement, and all payments due by Client to Company shall be paid in full at the time said notice is provided. Written notice must be emailed to Client's assigned Company Success Manager. Written notice submitted in any other form will not suffice and the Client's account shall remain in full force and effect. Client agrees and understands that during the thirty (30) day cancellation notice period, the Company VA(s) that have/has been assigned to Client will continue to work for Client and that Client must continue to pay Company for its retained services through the end of the thirty (30) day cancellation notice period.
- c. **Termination of Individual Company VA.** Client may terminate the engagement of a specific Company VA upon a 15-day notice through the Legal Soft Portal. In the event a Client engages multiple Company VAs, Client may, at its discretion and pursuant to the notification requirements, terminate a Company VA at will and the Agreement shall continue to apply to the Parties.
- d. **Termination by Company.** Company may terminate the Agreement due to any Client material default. For purposes of this section, material default is defined as any of the following: (i) Client's failure to timely pay Company for its monthly

retained services;(ii) any violation of Company's confidentiality obligations herein; or (iii) any act that in the Company's sole discretion materially alters the nature of the Parties' working relationship. Client agrees and understands that at the time of termination by Company, any outstanding debt owed to Company by Client must be paid immediately upon termination.

- e. **Events Upon Termination.** In the event of a successful termination of the Agreement, Company shall cease to provide the Services, and all other items that are meant to survive the termination or expiry of the Agreement shall survive, indulging but not limited to in respect of confidentiality obligations, indemnity, limitation of liability, governing law, dispute resolution, and the applicable anti-poaching clauses from the Order Form.

11. MISCELLANEOUS.

- a. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of California, county of Los Angeles, without giving effect to its rules regarding conflicts of laws.
- b. **Arbitration.** Any claim or controversy arising out of or in any way relating to the agreement or any breach thereof between the parties shall be submitted to final and binding arbitration before by the American Arbitration Association under its Commercial Arbitration Rules, as amended by these terms. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by either Party that an in-person hearing is appropriate. The arbitrator's decision will follow the terms of these Terms and will be final and binding.

The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof and the Parties expressly agree to submit to the jurisdiction of such court for such a purpose. The Parties understand that by agreement to binding arbitration they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages.

- c. **Equitable Relief.** Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of these Terms may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation.

Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any acts or omissions in violation of those provisions, which

remedy will be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

- d. **Notices.** Notices to a Party will be sent in English by overnight courier to the address for such Party as identified on an Order Form, and will be deemed given upon delivery, or if by email, upon transmission as followed up within 2 business days by written notice in any instance of notice in respect of a material issue under these Terms.
- e. **Force Majeure.** Legal Soft shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable Law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Legal Soft. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- f. **Publicity.** Legal Soft may publicly refer to Client, including on Legal Soft's website and in sales presentations, as a Legal Soft Client and may use Client's logo for such purposes, provided that Client provides prior written consent for such use (email sufficient). In such a case, Legal Soft will use Client's logo in conformance with Client's trademark usage guidelines and solely for the purposes of fulfilling its obligations or exercising its rights hereunder.
- g. **Assignment.** Neither Party shall assign its rights or delegate its obligations under the Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect.

Notwithstanding the foregoing, either Party may assign the Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under the Agreement. The Agreement shall be binding upon and inure to the benefit of Legal Soft and Client and their successors and permitted assigns.

- h. **Independent Contractors.** Client and Legal Soft acknowledge and agree that the relationship arising from the Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing the Agreement.

- i. **Amendment.** No amendment to the Agreement or any Exhibit shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
- j. **Waiver.** No waiver under the Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- k. **Severability.** If any provision of the Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in the Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of the Agreement invalid or unenforceable whatsoever.
- l. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.
- m. **Headings.** The headings in these Terms are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of the Agreement.
- n. **Entire Agreement.** These Terms, combined with the applicable Company Order Form and its exhibits, sets forth the entire Agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.
- o. **Counterparts.** The applicable Order Form may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original.

12. The Company reserves the right to modify the TOS at any time. If there is a pricing change, the Company shall provide you with written notice of the same fifteen (15) days in advance of any change in pricing.