

ACCEPTANCE OF OUR LEGAL TERMS

EFFECTIVE DATE: March 17, 2025

By engaging Magna Legal Services, LLC, you agree to be bound by these Terms and Conditions. These Terms govern your use of our services and access to our online portals. By clicking "I Agree," submitting service requests, or using any of our platforms, you confirm that you have read, understood, and accepted these Terms in their entirety.

These Terms are subject to change, and the most current version will be posted on our website. It is your responsibility to review them periodically for updates. Continued use of our services after any modifications constitutes acceptance of the revised Terms.

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1. DEFINITIONS

For purposes of these Terms, the following definitions shall apply:

1.1. The term "Client" shall mean any individual, entity, or organization that engages Magna Legal Services to provide legal support services.

1.2. The term "Agreement" shall mean these Terms and Conditions, together with any other contractual document executed between Magna and Client.

1.3. The term "Confidential Information" shall mean any and all non-public information, including without limitation case strategies, client data, deposition transcripts, expert reports, financial information, proprietary methodologies, and any other information shared in the course of service provision that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.4. The term "Content" shall mean all materials, documents, data, recordings, or information provided by the Client to or generated by Magna in the course of providing Services.

1.5. The term "Protected Health Information" or "PHI" shall mean individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (45 CFR Parts 160 and 164).

2. SERVICES

2.1. Service Scope

Magna shall provide litigation support services as described in a separate Letter of Engagement or Proposal. These services may include, but are not limited to, court reporting and deposition services, record retrieval services, language services including translation and interpreting, litigation graphics and trial presentation, jury consulting and trial research, litigation technology consulting, investigations and intelligence, service of process, and other related services. The specific scope of services, timeline, and deliverables will be outlined in the Letter of Engagement or Proposal.

2.2. Service Requests

All service requests must be submitted through Magna's approved channels, including our secure website portal, email, or direct communication with an authorized Magna representative. Magna reserves the right, in its sole discretion, to decline any service request.

2.3. Service Performance

Magna shall perform all services in accordance with applicable industry standards and professional practices. Notwithstanding the foregoing, Magna makes no representations or warranties regarding specific outcomes in litigation or other legal proceedings.

2.4. Portal Access and Security

Magna may provide Client with access to online portals and digital platforms ("Portal") to facilitate service requests, document sharing, and case management. Client agrees to the following:

- a) Client is responsible for maintaining the confidentiality of all usernames and passwords associated with the Portal and shall notify Magna immediately of any unauthorized access or security concerns.
- b) Client shall ensure that all authorized users comply with these Terms. Client is responsible for all activities that occur under Client's account credentials.
- c) Client shall not: (i) attempt to gain unauthorized access to the Portal or related systems; (ii) introduce malicious code or interfere with Portal operations; (iii) circumvent Portal security measures; (iv) use automated means to access the Portal; or (v) use the Portal for any unlawful purpose.
- d) Magna reserves the right to suspend or terminate Portal access if Magna reasonably believes Client has violated these Terms or compromised Portal security.

2.5. Service Levels

Magna will use commercially reasonable efforts to ensure that the Portal is available 99.5% of the time, measured monthly, excluding scheduled maintenance windows. Scheduled maintenance will generally be performed during non-business hours and with advance notice when possible. Magna does not guarantee uninterrupted access to the Portal and is not responsible for downtime due to force majeure events, third-party service failures, or factors beyond Magna's reasonable control.

2.6. Support Services

Magna will provide technical support for Portal-related issues during normal business hours (Monday through Friday, 9:00 AM to 5:00 PM Eastern Time, excluding holidays).

3. CLIENT RESPONSIBILITIES

3.1. Timely Information

Client shall provide all necessary information, materials, and access required for Magna to perform the Services in a timely manner.

3.2. Accuracy of Information

Client shall be solely responsible for the accuracy and completeness of all information provided to Magna.

3.3. Legal Representation

Magna does not provide legal advice or representation. Client acknowledges and agrees that it is responsible for obtaining its own legal counsel for legal advice and representation.

3.4. Compliance with Laws

Client shall comply with all applicable laws and regulations when using our Services.

4. FEES AND PAYMENT

4.1. Fee Schedule

Fees for Services rendered hereunder shall be as specified in the applicable Fee Schedule, Proposal, or Letter of Engagement, which shall constitute an integral part of this Agreement and detail the specific fees, payment terms, and authorized expenses.

4.2. Payment Terms

Except as otherwise expressly stated in the applicable Fee Schedule, Proposal, or Letter of Engagement, the following payment terms shall apply:

- a) Invoice and Payment: Invoices are payable in full within thirty (30) days from the invoice date. Payment may be remitted via credit card, ACH transfer, or check.
- b) Late Payment Interest: Any invoice not paid within thirty (30) days of the invoice date shall accrue interest at a rate of 1.5% per month (18% per annum), calculated from the original due date until payment is received in full.
- c) Disputed Charges: Client must notify Magna in writing of any disputed invoice amounts within sixty (60) days of receipt, providing a detailed explanation of the dispute. Undisputed amounts remain due and payable per the original invoice terms. Failure to timely dispute an invoice shall constitute a waiver of any right to challenge the invoice.
- d) No Setoff or Deduction: Client shall not withhold or deduct any amounts from invoices unless explicitly authorized in writing by Magna. All invoices must be paid in full without offset, deduction, or counterclaim.
- e) Non-Payment and Collections: Client shall be liable for all costs incurred by Magna in the collection of overdue amounts, including, but not limited to, reasonable attorneys' fees, court costs, and collection agency fees. Magna reserves the right to refer delinquent accounts to a collections agency or initiate legal proceedings.
- f) Consequences of Non-Payment: Magna reserves the right to suspend or terminate Services in the event of Client's failure to remit timely payment. Recurring non-payment may result in contract termination. Magna may withhold further Services until all outstanding invoices, including accrued interest and collection costs, are paid in full.
- g) Expenses: Client shall reimburse Magna for all reasonable and documented out-of-pocket expenses incurred in the provision of Services, including, but not limited to, travel, accommodations, specialized equipment rental, and other pre-approved costs.
- h) Cancellation Fees: Cancellation fees, shall be as stated in the applicable Proposal or Letter of Engagement. If not specified, cancellations made less than twenty-four (24) hours but more than four (4) hours before the scheduled service may incur a fee of up to 50% of the estimated service cost. Cancellations made four (4) hours or less before the scheduled service, including same-day cancellations and no-shows, may be billed up to 100% of the estimated cost.

5. CONFIDENTIALITY AND PRIVACY

5.1. Confidentiality Obligations

Magna shall maintain the confidentiality of Client's Confidential Information and shall take reasonable measures to protect such information, using no less than the same degree of care it uses to safeguard its own confidential information of a similar nature, and in no event less than

a commercially reasonable standard of care. Confidential Information shall not include information that (i) is or becomes publicly available through no fault of Magna; (ii) is already known to Magna without restriction at the time of disclosure; (iii) is rightfully obtained by Magna from a third party without breach of any obligation of confidentiality; or (iv) is required to be disclosed by law, regulation, or court order, provided that, to the extent legally permitted, Magna shall give prompt written notice to Client prior to such disclosure and shall reasonably cooperate with Client's efforts to seek protective treatment.

5.2. Data Security

Magna maintains a comprehensive information security program aligned with its SOC 2 compliance framework. This program includes administrative, technical, and physical safeguards designed to protect Client data against unauthorized access, disclosure, or misuse. Such safeguards include, without limitation, access controls, encryption, security risk assessments, employee training, and business continuity and incident response planning. Magna's security practices are designed to align with applicable industry standards and regulatory requirements. Upon reasonable written request, and subject to confidentiality obligations, Magna shall make available summary documentation sufficient to verify its data security practices. Client acknowledges that while Magna employs industry-standard protections, no data transmission or storage system can be guaranteed to be 100% secure.

5.3. Client Confidentiality

Client shall maintain the confidentiality of any non-public information disclosed by Magna, including without limitation Magna's proprietary methodologies, pricing structures, technical processes, business strategies, and other information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client shall use such information solely for the purpose of receiving the Services and shall not disclose it to any third party without Magna's prior written consent.

5.4. HIPAA Compliance

To the extent Magna receives, maintains, or transmits Protected Health Information ("PHI") in connection with the Services, Magna shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and its implementing regulations, including the Privacy Rule. Where required under 45 C.F.R. Parts 160 and 164, and in accordance with the model attestation form issued by the U.S. Department of Health & Human Services (HHS), Magna shall execute and provide the HIPAA Privacy Rule Attestation on Client's behalf, when permitted and applicable.

5.6. Data Breach Notification

In the event of a confirmed data breach involving Client's Confidential Information, Magna shall provide notice to Client without undue delay and within a commercially reasonable period of time after becoming aware of the breach. Magna shall reasonably cooperate with Client in

investigating the breach, complying with applicable legal obligations, and implementing appropriate mitigation measures.

6. DATA RETENTION AND DESTRUCTION

6.1. Retention Period

Magna shall retain Client data for a period of seven (7) years following the completion of the applicable Services, unless a longer retention period is required by law, court order, or legal hold, or as otherwise agreed upon in writing by the parties.

6.2. Data Destruction

Upon expiration of the applicable retention period, or upon Client's written request, Magna shall securely destroy all Client data in its possession using industry-standard destruction methods, unless subject to a legal hold, court order, or other legal obligation requiring continued retention. Magna shall provide a certificate of destruction upon Client's written request.

7. SUBCONTRACTORS

7.1. Use of Subcontractors

Magna may engage subcontractors to assist in the performance of the Services. Magna shall remain fully responsible for the acts and omissions of its subcontractors and shall ensure that any subcontractor is bound by confidentiality and data protection obligations that are no less protective than those set forth in these Terms.

8. INTELLECTUAL PROPERTY

8.1. Ownership

All intellectual property rights in and to Magna's methodologies, processes, software, documentation, and proprietary tools, whether pre-existing or developed independently of the Services, shall remain the sole and exclusive property of Magna. Nothing in these Terms shall be construed to grant Client any rights, by license or otherwise, in or to such intellectual property, except as expressly authorized in writing by Magna.

8.2. License

Magna hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to use any deliverables provided by Magna solely for the Client's internal use and only for the specific purpose for which such deliverables were provided. All rights not expressly granted to Client are reserved by Magna.

8.3. Client Materials

Client retains all right, title, and interest in and to all materials, data, and information provided to Magna in connection with the Services. Client hereby grants to Magna a limited, non-

exclusive, non-transferable license to use such materials solely for the purpose of performing the Services and fulfilling its obligations under these Terms.

8.4. Work Product

Any work product created specifically for Client in the course of providing the Services shall be the sole and exclusive property of Client, subject to Magna's ownership of all pre-existing intellectual property rights, including its methodologies, processes, software, and proprietary tools. To the extent any such work product incorporates Magna's pre-existing intellectual property, Client is granted a limited, non-exclusive, non-transferable license to use such elements solely as necessary to use the deliverables for their intended purpose.

9. LIMITATION OF LIABILITY

9.1. Disclaimer of Warranties

The Services are provided on an "as is" and "as available" basis, without any warranties of any kind, whether express, implied, or statutory. To the fullest extent permitted by applicable law, Magna expressly disclaims all warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Magna does not warrant that the Services will meet Client's requirements or that the Services will be uninterrupted, timely, secure, or error-free.

9.2. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Magna's total aggregate liability arising out of or relating to these Terms or the Services, whether in contract, tort (including negligence), strict liability, or otherwise, exceed the total amount paid by Client to Magna for the specific Service that gave rise to the claim during the six (6) months immediately preceding the event giving rise to such liability.

9.3. Exclusion of Certain Damages

To the maximum extent permitted by applicable law, in no event shall Magna be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind, including without limitation, loss of profits, loss of revenue, loss of data, business interruption, or other commercial or economic losses, arising out of or related to Client's use of, or inability to use, the Services, even if Magna has been advised of the possibility of such damages.

10. INDEMNIFICATION

10.1. Indemnification

Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents ("Indemnified Party") from and against any third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of: (i) the Indemnifying Party's breach of these Terms or applicable law; (ii) the Indemnifying Party's gross negligence or willful

misconduct; or (iii) for Magna, any employment-related claims by its personnel, and for Client, any claim that Client's data or materials infringe third-party rights. The Indemnified Party shall promptly notify the Indemnifying Party of any claim, and the Indemnifying Party shall control the defense and settlement, provided that no settlement imposing liability or non-monetary obligations may be made without the Indemnified Party's prior written consent.

11. TERM AND TERMINATION

11.1. Term

These Terms shall commence upon Client's acceptance and shall remain in effect until terminated in accordance with the provisions herein.

11.2. Termination for Convenience

Either party may terminate these Terms as specified in the applicable proposal or engagement letter.

11.3. Effect of Termination

Upon termination of these Terms, (i) Client shall remain liable for all fees due for Services rendered prior to the effective date of termination; (ii) all rights and licenses granted to Client under these Terms shall immediately terminate; and (iii) any provisions that by their nature should survive termination shall remain in effect, including those relating to payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, and dispute resolution.

12. FORCE MAJEURE

12.1. Force Majeure Events

Neither party shall be liable for any failure or delay in performance under these Terms due to circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, terrorism, riots, war, pandemics, epidemics, labor disputes, transportation failures, power outages, or network or telecommunications failures, provided that the affected party gives prompt notice of such circumstances to the other party and uses reasonable efforts to correct such failure or delay in performance.

13. DISPUTE RESOLUTION

13.1. Informal Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to these Terms through informal negotiations.

13.2. Mediation

If the dispute cannot be resolved through informal negotiations, and is not eligible for resolution in small claims court, the parties agree to submit the dispute to non-binding mediation conducted by a mutually selected mediator. Each party shall bear its own costs and expenses associated with the mediation. Claims properly filed in small claims court are not subject to the mediation or arbitration provisions of this Section.

13.3. Arbitration

If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, either party may initiate binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted in Philadelphia, Pennsylvania, by a single arbitrator. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

13.4. Exception for Equitable Relief

Notwithstanding the foregoing, nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

14. GOVERNING LAW AND VENUE

14.1. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provisions.

14.2. Venue

Subject to Section 13, any legal action or proceeding arising out of or relating to these Terms that is not subject to arbitration or small claims resolution shall be brought exclusively in the state or federal courts located in Philadelphia County, Pennsylvania. The parties hereby irrevocably consent to the personal jurisdiction and venue of such courts for such actions, including the enforcement of any arbitration award or requests for injunctive or equitable relief.

15. GENERAL PROVISIONS

15.1. Entire Agreement

These Terms, together with any applicable Service Agreement, Letter of Engagement, Proposal, Fee Schedule, or Statement of Work, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, negotiations, representations, and communications, whether oral or written. In the event of a direct conflict between these Terms and an applicable Service Agreement, Letter of Engagement, Proposal, Fee Schedule, or Statement of Work, the terms of the specific document shall control, but only with respect to the subject matter of that document.

15.2. Amendments

Magna reserves the right to modify these Terms at any time. Any such modifications shall become effective upon posting the updated Terms to Magna's website and providing notice to Client via email or through a prominent notice within the Services. Continued use of the Services following such notice constitutes acceptance of the modified Terms. If Client does not agree to the modified Terms, Client must cease using the Services

15.3. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions shall remain in full force and effect.

15.4. No Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.5. Assignment

Client may not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without Magna's prior written consent. Magna may assign these Terms and its rights and obligations hereunder in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

15.6. Relationship of Parties

The relationship between the parties is that of independent contractors. Nothing in these Terms shall be construed to create any agency, partnership, joint venture, fiduciary, or employment relationship between the parties. Neither party shall have authority to bind the other or incur obligations on the other's behalf without prior written consent.

15.7. Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed effective upon: (i) personal delivery; (ii) confirmation of receipt if transmitted by email; or (iii) three (3) days after mailing by certified or registered mail, return receipt requested, addressed to the party to be notified at the address specified in the applicable Service Agreement or to such other address as either party may specify in writing.

16. ELECTRONIC ACCEPTANCE

16.1. Click-Through Agreement

By clicking "I Agree," checking a box, or otherwise affirmatively indicating acceptance, you acknowledge that you have read, understood, and agree to be bound by these Terms. You further agree that such electronic acceptance has the same legal force and effect as a manually signed agreement.

16.2. Authority to Accept

If you are accepting these Terms on behalf of your employer or another entity, you represent and warrant that you have the full legal right, power, and authority to bind that entity to these Terms. If you do not have such authority, you may not accept these Terms or use the Services on behalf of the entity.

CONTACT INFORMATION

Questions or concerns regarding these Terms should be directed to:

Magna Legal Services, LLC

1635 Market St. 8th Floor

Philadelphia, PA 19103

Email: customerservice@magnals.com

Phone: 866.624.6221