Hourly Services Addendum

This Hourly Engagement Addendum ("**Hourly Addendum**") is entered between Dev Counsel Law, P.C. ("**Dev Counsel**," **us**," or "**we**") and the individual or entity listed on a Transactional Document ("**Client**," "**you**," or "**your**") that includes the provision of legal services in an hourly basis ("**Hourly Services**"). This Hourly Addendum is a part of and incorporates into our Legal Services Agreement ("**Fee Agreement**"). Capitalized terms have the meaning set forth in the Fee Agreement. If a conflict between the Fee Agreement and this Houruly Addendum exists, the Fee Agreement controls.

Executing this Hourly Addendum does not constitute a commitment to purchase any Hourly Services. Such commitment is made only through a Transactional Document.

1.   Hourly Services

Hourly Services are billed at the hourly rate agreed to between you and us through a Transactional Document and are rounded to the nearest 15-minute increment. We will provide a description of the Legal Services in an applicable invoice. If you object to any Hourly Services described in an invoice, you must let us know before the applicable invoice due date.

2.   Blended Rates

We may offer you a lower hourly rate in exchange for a minimum commitment of hours ("**Blended Rate**"). A Transactional Document may specify the minimum commitment on a project, daily, weekly, or monthly basis. If you agree to a Transactional Document specifying a Blended Rate, then you agree to the minimum commitment, regardless of the number of Hourly Services provided, either until project completion or termination of the Hourly Services.

3.   Flat-Fee Hourly

We may offer a flat-fee arrangement specified as a lower and upper range of hours ("**Flat-Fee Hourly**"). For example, $1500 for 4 to 6 hours of Legal Services. We will provide no less than the lower range and have no obligation to exceed the upper range of hours. Unless specified in a Transactional Document, we do not guarantee the number of deliverables or other outputs for Flat-Fee Hourly services. Additional hours in excess of the upper range will be invoiced hourly at the rate specified in an applicable Transactional Document or, if not specified, upon written agreement between us and you.

4.   Hours Cap

If specified in an applicable Transactional Document, Dev Counsel will not exceed the maximum amount of hours agreed to by Client without first receiving Client's written approval ("**Hours Cap**"). If the Hours Cap is specified as weekly, monthly, or some other interval, Dev Counsel may exceed the Hours Cap but will not invoice for the hours until the next recurring period.

5.   Invoices

Dev Counsel will invoice Client for Hourly Services in arrears: (a) every two weeks; or (b) in increments of five (5) hours; or (c) upon completion of the project; or (d) upon termination of the engagement by Client or Dev Counsel ("**Final Invoice**").

6.   Payment Terms

Unless otherwise specified in an applicable Transactional Document or invoice, all invoices are due within seven (7) days of the invoice date. If payment is not received according to the terms of an invoice, we may: (a) suspend the provision of Legal Services; or (b) continue to provide Hourly Services and levy a late fee according to the Fee Agreement.

7.   Termination

You may terminate any further Hourly Services at any time and for any reason upon notice to us. Termination of Hourly Services does not relieve your obligation to pay for any Legal Services provided and not paid up to the termination date.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS OF THIS HOURLY SERVICES ADDENDUM.

CLIENT:

By: _____

Name: _____

Date: _____