



Subscription Agreement

This Legal Services Subscription Agreement (“**Subscription Agreement**”) 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**”) specifying Legal Services provided on a recurring monthly basis from Dev Counsel (“**Subscription Services**”). This Subscription Agreement 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 Subscription Agreement exists, the Fee Agreement controls.

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

1. Subscription Services

We will provide you access to the Subscription Services specified in an applicable Transactional Document. Legal Services not included in your applicable plan are subject to additional Legal Fees.

2. Subscription Fees

Access to the Subscription Services is subject to the payment of the fees specified in an applicable Transactional Document (“**Subscription Fees**”). BY SUBSCRIBING TO A SUBSCRIPTION PLAN, YOU AUTHORIZE US TO CHARGE YOU ON A RECURRING BASIS AS SPECIFIED IN AN APPLICABLE TRANSACTIONAL DOCUMENT. You acknowledge that the Subscription Plan includes access to content, discounts, and other benefits that are available to you regardless of your use of the Subscription Services and, therefore, all Subscription Fees are non-cancellable and non-refundable when paid, and no refunds will be permitted upon cancellation of your Subscription Services.

3. Subscription Period and Cancellation

Unless specified otherwise in an applicable Transactional Document, Subscription Services are provided on a month-to-month basis. You may upgrade, downgrade, or cancel your Subscription Services anytime and for any reason. Upon cancellation of the Subscription Services, you agree to pay any outstanding Legal Fees specified in a final invoice within thirty (30) days. You may cancel your Subscription Services by contacting us in writing at greg@devcounsel.com.

4. Client Connect

Unlimited Consultations

You can email or call us whenever you want, and we won’t bill you for our time. Consultations are intended for your internal guidance only and do not include dispute resolution, negotiation, or any communications with third parties. Consultations are limited to a maximum of one (1) hour per consultation unless we agree to extend the call. Consultations are further limited to the Priority Response matrix listed on our website at www.devcounsel.com/subscriptions.

White Label Legal

If your Subscription Services include White Label Legal, you may optionally provide us with access to your email, cloud storage, document management, electronic signature, and/or telephone services. You are responsible for paying for and providing us access to the applicable services.

Discounts

Client Connect subscribers may receive discounts on our standard fees for Legal Services. Discount pricing is only available if you are current on all applicable Subscription Fees. If Subscription Fees are not paid in accordance with the applicable Transactional Document, we reserve the right to charge the full amount.

5. Doc.Mx

Document Maintenance

Document maintenance covers routine updates to the documents we have drafted for you, such as minor corrections and changes. Document maintenance does not cover major corrections and changes, such as changing the type of document (i.e., services agreement to reseller agreement) or any changes that exceed 10% of the document. With a Doc.Mx plan, we will use reasonable efforts to update your included documents for applicable changes in the law as we become aware of them, but we make no representation or guarantee that your documents are or will continue to be accurate, up-to-date, or otherwise comply with changing state or federal laws or other legal requirements.

Document Setup

Document Setup includes customizing your documents for execution, such as drafting a statement of work or order form, adding client or customer information, and preparing the document for execution. Document setup is limited to documents we have drafted for you and up to the maximum number per month specified in an applicable Transactional Document.

E-Signature

We will set up and send the number of documents specified in the Transactional Document using DocuSign. We will only set up documents we drafted for you. eSignature Templates require a document with a layout that permits creating a document template, as determined at our discretion. A Custom eSignature is complete when the document is sent for e-signature, regardless of whether the other party signs it. Documents that have to be resent will count as additional documents.

Document Automation

If your Subscription Services include "Document Automation," we will automate the number of documents specified in the Transactional Document using [Gavel](https://www.gavel.io). By purchasing Subscription Services that include Document Automation, you agree to our use of Gavel and acknowledge that Gavel may have access to the content and information inputted into their service. For more information on the data security practices of Gavel, please visit <https://www.gavel.io/security>.

6. Flex Fees

Flex Fees provide a means for paying for Legal Services that are not included in the Subscription Services or for Legal Services in excess of the quantities provided in a Subscription Plan on a consistent and periodic basis. If selected, Flex Fees become part of the Subscription Fees and are billed to you on a recurring basis. We will provide up to two times (2x) your Flex Fee payment for Legal Services. If your account balance is negative by 2x or more, we may suspend and/or delay the provision of Legal Services or request additional payment from you before providing additional Legal Services.

I HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE I FIRST ACCESSED THE SUBSCRIPTION SERVICES.

CLIENT:

By: _____

Name: _____

Date: _____