

BOT DEVELOPMENT, SOFTWARE LICENSE, DEFERRED UPGRADE, AND SERVICES AGREEMENT

This Bot Development, Software License, Deferred Upgrade, and Services Agreement ("Agreement") is entered into between amah853 ("Developer") and ._aahh / SteelBirch6844 ("Client").

By digitally accepting this Agreement, the Client acknowledges that they have read, understood, and voluntarily agreed to the provisions contained herein, including the payment obligations, future upgrade obligation, late-payment provisions, software-licensing restrictions, intellectual-property provisions, and other terms stated below.

1. Purpose and Background

1.1. The purpose of this Agreement is to govern the development, licensing, delivery, modification, activation, and future expansion of a Discord bot being produced for the Client.

1.2. The parties previously discussed multiple bot-development packages and various functions, including ordering, menus, pricing management, ticket functionality, server initialization, payment assistance, discount functionality, and order-completion functionality.

1.3. This Agreement constitutes the final written agreement concerning the arrangement described herein. To the extent a prior Discord conversation, estimate, negotiation, proposed price, package description, or informal statement conflicts with this Agreement, this Agreement shall control following its acceptance.

1.4. The parties agree that the Client will initially receive limited functionality for an initial fee of DC\$1,000. The Client will subsequently purchase the expanded package for an additional DC\$5,000 due October 1, 2026.

2. Definitions

2.1. "Bot" means the Discord bot and its associated code, configuration, logic, documentation, database structures, deployment materials, and related software.

2.2. "Initial Package" means the functionality made available following payment of the initial fee.

2.3. "Initial Fee" means DC\$1,000.

2.4. "Upgrade" means the later activation, licensing, configuration, development, or release of functionality beyond the Initial Package.

2.5. "Upgrade Fee" means DC\$5,000.

2.6. "Upgrade Date" means October 1, 2026.

2.7. "Source Code" means the programming code, project files, algorithms, configuration structures, database schemas, deployment systems, modules, templates, and other development materials relating to the Bot.

2.8. "License" means the Client's limited permission to use the Bot under this Agreement and does not constitute ownership of the Bot or Source Code.

3. Initial Package

3.1. Following payment of the Initial Fee, the Developer shall provide the Client access to the agreed Initial Package.

3.2. Unless otherwise mutually agreed in writing, the Initial Package shall consist of the following principal functionality:

- a. /order;
- b. /menu; and
- c. pricing-management functionality.

3.3. The Developer may alter technical implementation, internal architecture, or interface design provided substantially equivalent functionality is supplied.

3.4. Delivery of the Initial Package does not transfer ownership of the Bot or Source Code.

4. Initial Payment

4.1. The Client shall pay the Developer DC\$1,000 as consideration for development and licensing of the Initial Package.

4.2. The Initial Fee becomes due upon acceptance of this Agreement unless the parties expressly agree otherwise.

4.3. The Developer may condition deployment, licensing, activation, or continued operation of the Initial Package upon receipt of the Initial Fee.

4.4. Once the Developer has substantially performed the Initial Package, the Initial Fee shall be considered earned, subject to applicable Redmont law.

5. Deferred Upgrade

5.1. The Initial Package is an initial stage of the parties' transaction and does not constitute the complete scope of services contemplated by this Agreement.

5.2. The Client agrees to purchase the Upgrade for an additional DC\$5,000.

5.3. The Upgrade Fee becomes due on October 1, 2026.

5.4. Payment of the Initial Fee does not satisfy, replace, offset, extinguish, or reduce the Upgrade Fee.

5.5. The Upgrade is a contractual obligation rather than merely an option available to the Client, unless the parties subsequently agree in writing to cancel, replace, or modify that obligation.

5.6. The Client may pay the Upgrade Fee before its due date. Early payment may permit earlier activation of additional functionality at the Developer's discretion.

5.7. A subsequent decision by the Client not to use one or more functions does not, standing alone, cancel an otherwise valid payment obligation.

5.8. Changes in the Client's business plans, desired command count, server configuration, intended usage, or other preferences do not automatically terminate this Agreement.

6. Late Payment

6.1. The Upgrade Fee is due on October 1, 2026.

6.2. If any portion of the Upgrade Fee remains unpaid after it becomes due, a late-payment charge will begin accruing at a rate of DC\$42 for each full hour that payment remains overdue.

6.3. For purposes of calculating the late charge, the first charge may accrue after the first full hour following the payment deadline, and additional charges may accrue after each additional full hour of non-payment.

6.4. Accrued late-payment charges are separate from the unpaid principal obligation and do not replace the Client's duty to pay the outstanding Upgrade Fee.

6.5. The Developer may waive or reduce accrued late-payment charges by written agreement.

6.6. This section shall apply only to the extent permitted by applicable Redmont law. If a court determines that any portion of the late-payment formula exceeds a lawful or enforceable amount, the provision shall be enforced to the maximum amount permitted rather than invalidating the remainder of the Agreement.

6.7. The parties acknowledge that the late-payment provision is intended to encourage timely performance and compensate for delay, administrative burden, disruption, and the Developer's inability to conclude the transaction as scheduled.

7. Upgraded Functionality

7.1. Upon satisfaction of the Upgrade Fee and the Client's other applicable obligations under this Agreement, the Developer shall make the upgraded version of the Bot available to the Client.

7.2. The upgraded version shall retain the functionality included within the Initial Package, including:

- a. /order;
- b. /menu; and
- c. pricing-management functionality.

7.3. In addition to the Initial Package functionality, the Upgrade shall unlock or make available the following commands:

- a. /initserver;
- b. /ticket;
- c. /pay;
- d. /distag;
- e. /orderdone; and
- f. /help.

7.4. /initserver shall provide server-setup functionality, including the creation, configuration, or repair of channels, roles, permissions, or other Discord server infrastructure reasonably required for operation of the Bot.

7.5. /ticket shall provide functionality permitting users to create or access private order-related ticket channels or equivalent private order interfaces.

7.6. /pay shall provide payment-assistance functionality, including displaying or generating the applicable DemocracyCraft payment command or payment instructions based on the relevant order.

7.7. /distag shall provide discount-related functionality allowing authorized persons to configure, issue, or apply supported discounts.

7.8. /orderdone shall provide order-completion functionality allowing authorized persons to mark an order as completed, mailed, dispatched, or otherwise fulfilled and provide the customer with applicable completion information.

7.9. /help shall provide an accessible command summary, usage guide, or other substantially equivalent assistance regarding operation of the Bot.

7.10. The Upgrade therefore consists of the Initial Package functionality together with the additional commands specifically identified in Section 7.3. Unless otherwise mutually agreed in writing, the Developer is not obligated under the Upgrade Fee to create additional commands beyond those identified in this section.

7.11. The Developer may make reasonable technical or non-material changes to command behavior, implementation, interface, response formatting, internal architecture, or workflows where reasonably necessary for compatibility, security, stability, performance, maintainability, usability, abuse prevention, or changes to Discord or DemocracyCraft systems.

7.12. The Developer shall not materially remove the agreed purpose of any command listed in this section without the Client's agreement, except where continued operation becomes technically impossible or prohibited by applicable platform rules or Redmont law.

8. Intellectual Property

8.1. All ownership rights in the Bot and Source Code remain with the Developer unless a separate written agreement expressly provides otherwise.

8.2. The Client purchases development services and a License to use the Bot. The Client does not purchase ownership of the Source Code.

8.3. The Developer retains all rights in reusable modules, frameworks, command systems, database structures, development methods, libraries, templates, algorithms, deployment systems, administrative tools, and derivatives.

8.4. The Developer may reuse generalized concepts, code structures, modules, systems, libraries, interfaces, development techniques, and functionality created during the project in other projects.

8.5. The Developer may display non-confidential portions of the project for reasonable portfolio or demonstration purposes.

9. Client License

9.1. Subject to payment and compliance with this Agreement, the Developer grants the Client a limited license to operate and use the Bot for the Client's Discord-related activities.

9.2. Without the Developer's written authorization, the Client may not sell, sublicense, redistribute, or commercially resell the Bot or Source Code; represent themselves as the original developer; remove ownership notices; intentionally circumvent license restrictions; or distribute unauthorized copies.

9.3. The License remains subject to continued compliance with this Agreement.

10. Source Code and Infrastructure

10.1. The Developer has no obligation to provide the Client with Source Code unless a later written agreement expressly requires it.

10.2. The Bot may be hosted or deployed through infrastructure controlled by the Developer or another provider selected by the Developer.

10.3. The Developer is not required to disclose internal infrastructure credentials, database credentials, API secrets, deployment keys, or other security-sensitive information.

10.4. Nothing in this Agreement gives the Developer ownership of Client information merely because that information is processed by the Bot.

11. Additional Modifications

11.1. Functionality outside the agreed scope may be subject to additional charges.

11.2. The Developer may reasonably determine whether a requested change constitutes configuration, modification, redesign, additional functionality, or separate project work.

11.3. This Agreement does not entitle the Client to unlimited revisions or additional functionality without further consideration.

12. Previously Completed Development

12.1. The Client acknowledges that development occurred during the parties' discussions before execution of this Agreement.

12.2. Features previously developed may be retained, disabled, modified, reused, incorporated into future releases, or subsequently activated.

12.3. Removal or deactivation of functionality from the Client's active version does not transfer ownership of that functionality.

13. Client Cooperation

13.1. The Client shall provide information, permissions, and access reasonably necessary for configuration, testing, deployment, or operation.

13.2. The Developer is not responsible for delays caused by the Client's failure to provide necessary information, permissions, responses, access, or decisions.

14. Bugs and Technical Issues

- 14.1. Ordinary software bugs do not automatically constitute a material breach.
- 14.2. The Client shall provide the Developer a reasonable opportunity to investigate and correct reproducible material defects.
- 14.3. The Developer is not responsible for failures caused exclusively by Discord, DemocracyCraft, hosting providers, APIs, server administrators, or other third parties outside the Developer's reasonable control.

15. Cancellation

- 15.1. The Client may request cancellation at any time.
- 15.2. A cancellation request does not automatically extinguish obligations already incurred under this Agreement.
- 15.3. The Developer may expressly agree in writing to release the Client from future obligations.
- 15.4. Negotiating a downgrade, reduced price, settlement, alternative feature package, or other compromise does not itself constitute a waiver or release unless the parties mutually agree to the modification.

16. Default and Remedies

- 16.1. A Client is in default when a required payment remains unpaid after becoming due.
- 16.2. Upon default, the Developer may, to the extent permitted by law, suspend Bot operation, hosting, future development, feature activation, technical support, or licensing.
- 16.3. The Developer may pursue contractual remedies available under the laws of the Commonwealth of Redmont.
- 16.4. Nothing in this Agreement authorizes recovery exceeding the remedies permitted by applicable law.

17. No Implied Waiver

- 17.1. Failure to immediately enforce a provision does not automatically waive it.
- 17.2. Negotiating a lower price, delayed payment, reduced scope, downgrade, settlement, or compromise does not by itself constitute abandonment of contractual rights.
- 17.3. A permanent waiver should be expressly stated in writing.

18. Warranties

- 18.1. The Developer shall use reasonable efforts to provide functioning software materially consistent with the agreed scope.
- 18.2. The Developer does not guarantee uninterrupted operation where interruption results from circumstances outside the Developer's reasonable control.
- 18.3. External platforms may alter their functionality in ways that affect the Bot.

19. Representations

- 19.1. Each party represents that they enter this Agreement voluntarily.
- 19.2. Each party acknowledges having had an opportunity to review the Agreement and ask questions regarding its terms.
- 19.3. Each party intends their digital acceptance to create a binding agreement under applicable Redmont law.

20. Entire Agreement

- 20.1. This Agreement constitutes the parties' complete agreement concerning the transaction described herein.

20.2. Prior communications may provide factual context but do not override an express provision of this Agreement following acceptance.

20.3. A later modification must be mutually agreed. A Discord message may constitute a written modification where the changed term and both parties' assent are sufficiently clear.

21. Severability

21.1. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain operative to the greatest extent permitted by law.

22. Governing Law

22.1. This Agreement shall be governed by the laws and applicable legal authority of the Commonwealth of Redmont.

23. Dispute Resolution

23.1. The parties should reasonably attempt to resolve disagreements directly before initiating litigation.

23.2. If informal resolution fails, either party may pursue relief before a court of competent jurisdiction within the Commonwealth of Redmont.

23.3. Discord messages, payment records, bot logs, screenshots, digital-acceptance records, and other reliable electronic records may be presented as evidence where permitted.

24. Digital Acceptance

24.1. This Agreement may be executed electronically.

24.2. The Client may accept by sending the following statement, or another statement that unambiguously communicates agreement:

"I, SteelBirch6844, have read and agree to the terms of this Agreement."

24.3. By providing such acceptance, the Client intends to become bound by this Agreement.

24.4. The Client acknowledges that the Agreement contains payment, upgrade, licensing, and late-payment terms and that acceptance applies to the Agreement as a whole.

DIGITAL ACCEPTANCE RECORD

Client acceptance may be recorded electronically in accordance with Section 24 of this Agreement.

Client: SteelBirch6844 / ._aahh

Acceptance / Signature: _____

Date: _____