SERVICE AGREEMENT
rev. 2 (April 20, 2024)
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This agreement is made between the individual or entity requesting work (the "**Client**") and the developer, Jack Avery (the "**Contractor**") as of the day that the Contractor has accepted a request from the Client. Client and Contractor are sometimes collectively referred to herein as the "**Parties**".

Definitions
      "**Intellectual Property**" means all intellectual property rights worldwide arising under statutory or common law or by contract, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights; (c) rights relating to the protection of trade secrets and confidential information; (d) rights in trademarks, service marks, and trade names, and (e) any right analogous to those set forth herein and any other proprietary rights relating to intangible property.
      "**Services**" means any services provided by Contractor to Client in relation to his contract.
      "**Work Product**" means any work product, or any part thereof, whether tangible or intangible, including any and all technology, hardware, software, documentation, system architecture, designs, drawings, layouts, materials, methods, techniques, processes, ideas, inventions, discoveries, improvements, know-how and information created or conceived previously or in the future, in whole or in part, by Contractor, in performance of any duties for the Client or the provision of Services hereunder, whether or not copyrightable or patentable under any laws.

By requesting freelance development work, and signing this agreement:
      1. The Client understands that any Work Product will be released under the GNU General Public License 3.0, and released publicly as an open-source repository on the Contractors' GitHub, unless explicitly requested otherwise.

      2. Terms of retaining of Intellectual Property will be discussed alongside the terms of the agreement. In most cases, Intellectual Property of the Work Product and all related work will remain property of the Contractor.

      3. The Client will provide the Contractor initially with an abstract expectation, or exact specification of the Work Product (the "**Scope**"). Modifications to the Scope may be requested, but are conditional on the Contractors' acceptance or denial of the new Scope; in the case that a new Scope is accepted, the terms of payment may be reevaluated. Only when both parties agree to the new Scope and terms of payment will the Scope of the Service be changed.

      4. The Client will pay for the Services on an hourly basis in United States Dollar (USD). The Client will be invoiced by the Contractor on a weekly or monthly basis, and this will be determined during the discussion of the agreement. The exact fare per hour will depend on multiple factors, including but not limited to:
            i. The Scope and complexity of the Work Product,
            ii. Any requests for "code cleanliness" or additional documentation,
            iii. Any possibilities of future extension or modification of the Work Product,
            iv. The purchasing of Licenses required for creating the Work Product
Proper tracking of time spent working on the Work Product is reliant on the Contractor, and must be logged including descriptions of what the time was spent doing, for example, research on technologies required, development, documentation, or refactoring of code to accommodate a new Scope. Late

payment will not incur any additional fees, but Service and/or work on the Work Product will stop until all outstanding fees are paid. In the case that a payment is charged back, all Services will halt immediately and publications of the Work Product will be revoked indefinitely.

In some cases, the Service does not warrant an hourly fare, and will incur either a monthly fee, or a one-time fee.

      5. The Client agrees to indemnify and hold harmless the Contractor against any and all liability, loss, damage, cost and expense. In accordance with the GNU GPL, the Work Product is also provided without warranty.

      6. The Client may cancel the Service at any point **before** the Work Product is completed without prior notice. The Contractor may cancel the Service at any point without prior notice. Although prior notice is not required on either Parties' end, it is a courtesy to provide it. Payment of outstanding fees for time spent on the Service is still required.

      7. In the case of certain applications, it may be requested that the Contractor provide or administrate a hosting service. In some cases, the provisioning and/or administration of a hosting service is the entirety of the Service. This will incur additional monthly fees for administration, maintenance, and security of both any possible user data and the application. Such services include, but are not limited to:
          i. Web applications such as a website or API
          ii. Automated chat bots for platforms such as "Discord"
          iii. Video game dedicated servers

Acceptance of this Service Agreement is conditional on the following terms:
      1. The Client has provided the Contractor with the scope of the Service.
      2. The Contractor has assessed the Service and provided the Client with a payment plan.
      3. The Client agrees that the payment is fair.
      4. **Both** Parties have sent a formal email to the other indicating an understanding and execution of this Service Agreement as it pertains to the requested Service.