

AI Chatbot Development & Integration Agreement

Custom AI Chatbot

1. PARTIES

This agreement is entered into between:

Service Provider: Frank Lin

Client: [Client Business Name / Owner Name] (“Client”)

Agreement Date: _____

2. SCOPE OF WORK

The Developer agrees to design, build, and integrate a custom AI chatbot for the Client. Services include:

- A custom AI chatbot trained on Client-provided information (e.g. menu, services, FAQs, hours, policies)
- Integration of the chatbot into the Client’s existing or Developer-built website
- Configuration of the chatbot’s tone, greeting, and responses to match the Client’s brand
- Basic testing across desktop and mobile

Not included in this agreement:

- Major retraining or new capabilities beyond the agreed scope (**quoted separately**)
- Standalone website builds (available under a separate Website Development Agreement)
- Third-party AI usage fees beyond what is specified in Section 4 (see Section 5)

3. PRICING & PLAN OPTIONS

Final pricing is quoted per project based on complexity. Starting prices are listed below. Select one:

Plan	Starting Price	Notes
One-Time Build	\$2,000 one-time	Single delivery, no ongoing fee
Monthly Plan	\$750 build + \$100/mo	Includes ongoing upkeep

4. PAYMENT TERMS

One-Time Build:

- 50% deposit due before work begins
- 50% balance due before the chatbot goes live

Monthly Plan:

- Upfront build fee due before work begins

- Monthly fee billed the same day each month, starting on the go-live date

Accepted payment methods: [Venmo / Zelle / PayPal]

Work will not begin until the deposit or build fee is received.

5. THIRD-PARTY AI SERVICES

The chatbot may rely on third-party AI providers (e.g. OpenAI, Anthropic). Any usage-based API fees charged by these providers are handled as follows (check one):

Included in the monthly fee

Billed separately to the Client at cost

The Developer is not responsible for outages, pricing changes, or policy changes by third-party AI providers.

6. REVISIONS

This project includes two (2) rounds of revisions during the build at no additional cost. Additional rounds will be billed at \$50/hr.

7. MAINTENANCE & UPDATES (MONTHLY PLAN)

For Clients on the Monthly Plan, the monthly fee covers minor updates to the chatbot's knowledge (hours, menu, FAQs), monitoring, and general upkeep. Major changes or new capabilities are quoted separately.

8. NON-PAYMENT & SERVICE SUSPENSION (MONTHLY PLAN)

If a monthly payment is not received within 10 business days of the billing date, the Developer reserves the right to suspend the chatbot. Service will be restored within 24 hours of payment being received.

9. CANCELLATION

Either party may cancel the Monthly Plan with 14 days written notice (email or text is acceptable). No refunds are issued for partial months already billed.

For the One-Time Build, if the Client cancels after work has begun, the deposit is non-refundable. If the Developer cancels, the full deposit is returned to the Client.

10. OWNERSHIP

The Client owns the content and information they provide. The Developer retains rights to the underlying chatbot code and configuration until the agreement is terminated and files are handed over (One-Time Build) or for the duration of the Monthly Plan.

The Developer may reference the project in a professional portfolio unless the Client requests otherwise in writing.

11. LIMITATION OF LIABILITY

The AI chatbot is an automated tool and may occasionally produce inaccurate or unexpected responses. The Developer is not responsible for business losses arising from chatbot responses,

third-party AI outages, or downtime. The Developer's total liability under this agreement shall not exceed the total amount paid by the Client.

SIGNATURES

By signing below, both parties agree to the terms of this agreement.

Client name: _____

Client signature: _____

Date: _____

Service provider: Frank Lin

Signature: _____

Date: _____