

SOFTWARE DEVELOPMENT AGREEMENT (MVP – Core API)

This Agreement is entered into on **[Date]**, by and between:

Client: Ravid Tesma

Developer: Nicole Malitao

1. Project Description

The Client engages the Developer to build a Core API MVP for a Micro-SaaS chatbot system. This agreement covers backend API development only. No frontend dashboard UI or full WhatsApp Business API setup is included.

2. Scope of Work (MVP Core API)

A. Knowledge Upload API

- PDF upload via multipart/form-data
- Text extraction using pdf-parse
- Store or overwrite knowledge base in Supabase by bot_id

B. Chat / Webhook API

- Webhook-ready endpoint receiving bot_id and user_message
- Retrieve bot settings from Supabase (business name, tone, system instructions, knowledge base)
- Dynamic system prompt construction
- AI response generation using OpenAI (gpt-4o-mini)
- Return WhatsApp-ready text output

C. Architecture Notes

- Full-text injection into system prompt (no vector DB or chunking for MVP)
- Supabase schema prepared for future vector/RAG upgrade
- Prompt-based rule enforcement only

3. Explicit Exclusions

This agreement does not include vector databases, embeddings, WhatsApp Business API setup, frontend dashboard/UI, authentication systems, analytics, production hardening, or features not explicitly listed above.

4. Timeline

Estimated completion time is **2–3 weeks** from the project start date. Development begins after contract signing, receipt of 50% upfront payment, and access to required credentials.

5. Payment Terms

Total project fee: **\$280 USD**

- 50% upfront prior to development start
- 50% upon delivery of the working Core API

Payments are non-refundable once development has begun.

6. API Usage & Hosting

The Client will provide Supabase and OpenAI API credentials and will cover all API usage costs. Hosting will be done via Render or Railway.

7. Intellectual Property

Upon full payment, all source code produced under this agreement shall belong to the Client. The Developer retains the right to reference the project privately in her portfolio without disclosing proprietary information.

8. Confidentiality

Both parties agree to keep all project-related information, code, and documentation confidential. A separate

NDA may apply.

9. Termination

Either party may terminate this agreement with written notice. Any work completed prior to termination will be compensated accordingly. Upfront payments are non-refundable once development has started.

10. Acceptance

Client Signature: _____

Name: Ravid Tesma

Date: _____ 

Developer Signature: _____ /NICOLE MALITAO

Name: Nicole Malitao

Date: _____