SHIZA

AI Script Analysis Chat

Implementation & Managed Services for ████████

Date: December 15, 2025

Contents

1 | Executive Summary

SHIZA ("Service Provider") will deliver a custom AI chat widget for ███████ ("Client") that ██████ can embed into its website to enable aspiring writers to upload screenplays and receive a structured script analysis report.

The chat widget will be customized to match ████████ branding and delivered as directly embeddable code for React and HTML (full-page or compact widget). For flexibility, SHIZA can also expose an API for ████████ to build its own front end.

Users will chat with the AI and upload a screenplay file (PDF, TXT, DOC, or DOCX). SHIZA will design an analysis pipeline that evaluates each script and generates a ████ ████ style comprehensive analysis report, matching the structure and quality expectations defined by the examples and guidelines provided by ████████ Phase I (MVP) delivers the report directly inside the chat experience. Phase II adds a PDF download of the report and an integration with Gamma to generate a shareable presentation link ████ ████████████████████████████████ and/or email delivery.

What ████████ gets (at a glance):

- Embeddable AI chat widget (React + HTML) customized to ████████ branding.
- Script upload support (PDF, TXT, DOC, DOCX) with automated processing.
- ████ ████ style structured script analysis report returned in chat (Phase I / MVP).
- PDF export + Gamma presentation generation with a shareable Gamma URL (Phase II).
- Hosted and maintained by SHIZA with ongoing monitoring, support, and iterative quality improvements.

See Section 4 (Commercials) for pricing and payment terms.

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2 | Scope of Work

During the Term, SHIZA will configure, brand, host, and operate an embeddable AI Chat Widget for ████████ The Chat Widget will allow end-users to submit screenplays and receive a structured analysis report via chat. Delivery will be in two phases: Phase I (MVP) and Phase II (enhancements).

2.1 In-Scope Functionality

- Access & Embedding: The AI Chat Widget will be provided as embeddable code for React and HTML (full-page or compact widget). An API option may also be provided for a custom front end.

- Branding: Cosmetic branding aligned with ▮▮▮▮▮▮ brand (logo, colors, typography, and greeting text) will be applied to the widget.
- File Upload (MVP): The chat interface will support screenplay uploads in PDF, TXT, DOC, and DOCX formats.
- Script Analysis Engine: SHIZA will implement an automated analysis workflow that produces a ▮▮▮ ▮▮▮ style comprehensive analysis report, structured to mirror ▮▮▮▮▮▮ example reports.
- Phase I (MVP) Output: The report will be delivered in the chat interface as a structured response suitable for review and copy/export by the user.
- Phase II Output: The system will generate a downloadable PDF of the analysis report and integrate with Gamma to create a styled presentation and return a Gamma URL and/or send it via email.
- Quality & Iteration: SHIZA will collaborate with ▮▮▮▮▮▮ on feedback cycles to ensure outputs meet expected format, tone, and scoring standards.
- Hosting: The widget and backend services will be hosted and managed by SHIZA to ensure uptime, performance, and support.

2.2 Key Activities (SHIZA)

- Configure, host, and deploy the embeddable AI Chat Widget (React + HTML embed).
- Apply ▮▮▮▮▮▮ branding and UI customizations to the widget.
- Implement screenplay upload, validation, and parsing for PDF, TXT, DOC, and DOCX files.
- Design and implement the analysis pipeline to generate ▮▮▮ ▮▮▮ style structured reports using ▮▮▮▮▮▮ provided examples and guidelines.
- Implement Phase II enhancements: PDF report export and Gamma integration (including returning a Gamma URL and/or email delivery).
- Conduct quality assurance testing and support ▮▮▮▮▮▮ during UAT and iterative report-quality tuning.

2.3 Deliverables

- Hosted AI Chat Widget with React + HTML embed code, customized for ▮▮▮▮▮▮ branding.
- Screenplay upload support (PDF, TXT, DOC, DOCX) and automated processing pipeline.
- ▮▮▮ ▮▮▮ style comprehensive analysis report delivered in-chat (Phase I / MVP).
- PDF export + Gamma presentation generation with shareable Gamma URL (Phase II).

- Documentation and a short training / handover session.

2.4 Out of Scope (MVP)

- Full screenplay rewriting, rewriting suggestions as a deliverable, or human coverage services beyond the automated report.
- User account management, payments, subscriptions, or CRM integrations.
- Analytics dashboards, admin consoles, or advanced usage reporting.
- Support for file types beyond PDF, TXT, DOC, and DOCX; and multi-language report generation (unless separately agreed).

2.5 Service & Support

- Hosting, monitoring, and maintenance of the AI Chat Widget and backend services.
- Issue resolution during business hours; best-effort support for non-critical items.
- Month-to-month hosting and support, billed in advance.

2.6 Assumptions

- ▮▮▮▮▮▮ will provide branding assets (logo, colors, greeting text) and any required UI copy.
- ▮▮▮▮▮▮ will provide example scripts, example ▮▮▮ ▮▮ analysis reports, scoring/format guidelines, and timely feedback to calibrate report quality.
- For Phase II, ▮▮▮▮▮▮ will provide required Gamma access/credentials and confirm preferred delivery method (in-app URL and/or email).
- ▮▮▮▮▮▮ will ensure it has the necessary rights to share scripts and examples for the purpose of building and testing the solution.

3 | Project Timeline and Milestones

Implementation follows a two-phase delivery: Phase I (MVP) and Phase II (PDF export + Gamma integration). A typical delivery window is 3-4 weeks, subject to timely receipt of required inputs and feedback.

Milestone	Target Timeline	Primary Acceptance Reference
Kick-off & Inputs Received (branding assets, embed preferences, scripts/examples, guidelines)	Day 0-2	Section 2.6 - Assumptions
Widget Configuration & Branding Applied	Day 3-4	Section 2.1 - Branding

File Upload + Script Processing (PDF/TXT/DOC/DOCX)	Day 5-6	Section 2.1 - File Upload
██ ██ Style Report Generation (Phase I / MVP)	Day 6-8	Section 2.1 - Script Analysis Engine
QA + Client UAT + MVP Go-Live (Phase I)	Day 8-10	Section 5 - Success Criteria
Phase II: PDF Export	Day 11-17	Section 2.1 - Phase II Output
Phase II: Gamma Integration + URL/Email Delivery	Day 18-28	Section 2.1 - Phase II Output
QA + Client UAT + Phase II Go-Live	Day 28-30	Section 5 - Success Criteria

Note: All timelines represent consecutive business days unless otherwise agreed.

Critical Path Dependencies:

- Branding assets and embed requirements (React/HTML) confirmed.
- Example scripts, ██████ ████ ██ reports, and format/scoring guidelines provided.
- Gamma access/credentials and delivery preferences confirmed for Phase II.
- Prompt approval of testing and UAT feedback cycles.

Change Management
Any material change to scope or schedule will be documented via a **written Change Request** signed by both Parties, with corresponding adjustments to timeline and fees.

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4 | Commercials

Ref.	Term	Provision
4.1	**Monthly Subscription**	$250 USD per month (hosting and support), billed monthly in advance. (This monthly subscription charge is subject to modification based on actual usage, storage and inference costs)
4.2	One-Time MVP Buildout	$10,000 USD one-time configuration fee.
4.3	Payment Terms	One-time configuration payable 100% in advance. Monthly hosting/support starts upon successful delivery of the MVP (day one of MVP being live).
4.4	**Termination**	Either party may terminate with 30 days written notice. Any outstanding invoices remain payable.

5 | Success Criteria and Acceptance

1. Success Criteria
   - Embeddable AI chat widget operates on ▮▮▮▮▮▮ site/app with ▮▮▮▮▮ branding.
   - Users can upload scripts (PDF/TXT/DOC/DOCX) and receive a structured ▮▮▮▮ style analysis report in chat (MVP).
   - Phase II: Users can download a PDF version of the report and generate a Gamma presentation link from the same analysis.
   - Outputs meet agreed format and quality expectations based on ▮▮▮▮▮ provided examples and UAT feedback.

2. Acceptance Period

Unless ▮▮▮▮▮ reports a material issue within 5 business days of Go-Live, the AI Chat Widget will be deemed accepted. Reported issues will be remedied promptly at no additional charge.

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8 | Intellectual Property and Confidentiality

1. **Client Materials:** All founder inputs, documents, data, and materials supplied by ▮▮▮▮▮ ("Client Materials")—and any agent prompts, configurations, or outputs derived from Client Materials—are the exclusive property of ▮▮▮▮▮

2. **Platform Components:** The SHIZA platform software, core AI orchestration, and general methodologies are the intellectual property of SHIZA. ▮▮▮▮▮ receives a non-exclusive, limited right to use these components during the Term for the MVP workspace.

3. **▮▮▮▮▮ Specific Configurations:** All custom agent configurations, prompt sets, and workflows created specifically for ▮▮▮▮▮ are owned by ▮▮▮▮▮ SHIZA retains rights to generic methods and know-how that do not disclose ▮▮▮▮▮ confidential information

4. **Joint Developments.** Any bespoke configuration, prompt engineering, or workflow logic produced specifically for the Client during the Term ("**Client-Specific Configurations**") shall be owned by the Client, save that the Service Provider retains the right to reuse any generic know-how, methods, or templates that do not disclose Client Confidential Information.

5. **Confidential Information.** Each Party ("**Receiving Party**") shall keep confidential and use no less than reasonable industry care to protect all non-public information disclosed by the other Party ("**Disclosing Party**") that is marked or reasonably understood to be confidential ("**Confidential Information**"). Confidential Information may be used solely for fulfilling obligations under this Agreement and may be disclosed only to employees or contractors who have a need to know and are bound by similar confidentiality obligations.

6. **Exclusions.** Confidential Information does not include information that (a) is or becomes public through no fault of the Receiving Party, (b) is lawfully received from a third party without breach of any confidentiality obligation, (c) is independently developed by the Receiving Party without reference to the Disclosing Party's information, or (d) was already lawfully in the Receiving Party's possession before disclosure.

7. **Compelled Disclosure.** If the Receiving Party is required by law or court order to disclose any Confidential Information, it shall (where legally permissible) give prompt written notice to the Disclosing Party and cooperate in seeking a protective order or other appropriate remedy.

8. **Return or Destruction.** Upon termination or expiry of the Agreement, each Party shall, within thirty (30) days, return or destroy the Disclosing Party's Confidential Information in its possession, save that (i) one archival copy may be retained for legal compliance, and (ii) securely stored backups will be deleted in the ordinary course of the Receiving Party's backup cycle.

9. **Equitable Relief.** Each Party acknowledges that unauthorised use or disclosure of Confidential Information may cause the Disclosing Party irreparable harm for which monetary damages may be inadequate; accordingly, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

9 | Limitation of Liability and Indemnities

1. **Exclusion of Consequential Damages.** Neither Party shall be liable to the other, whether in contract, tort (including negligence), strict liability, or otherwise, for any incidental, consequential, special, punitive, or exemplary damages, or for any loss of profits, revenue, business, data, or goodwill, arising out of or related to this Agreement, even if advised of the possibility of such damages.

2. **Aggregate Liability Cap.** Except for liability arising from (i) a Party's wilful misconduct or gross negligence, (ii) either Party's breach of Section 8 (Confidentiality), or (iii) the indemnity obligations in Sections 9.3 and 9.4, each Party's total cumulative liability to the other for all claims arising out of or related to this Agreement shall not exceed an amount equal to **one (1) month of Subscription Fees actually paid** by the Client immediately preceding the event giving rise to the claim.

3. **Service Provider's IP Indemnity.** The Service Provider shall defend, indemnify, and hold harmless the Client from and against any third-party claim alleging that the SHIZA Developer software, as provided by the Service Provider and used by the Client in accordance with this Agreement, infringes any intellectual-property right. The Service Provider's obligations are contingent upon the Client:

   1. (a) promptly notifying the Service Provider in writing of the claim;

2. (b) granting the Service Provider sole control of the defence and settlement (provided that no settlement may impose any non-monetary obligation on the Client without its prior written consent); and

3. (c) providing reasonable cooperation at the Service Provider's expense.

If such a claim is made or, in the Service Provider's reasonable opinion, is likely to be made, the Service Provider may, at its election and expense: (i) procure for the Client the right to continue using the allegedly infringing component; (ii) replace or modify the component so that it is non-infringing and materially equivalent; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the infringing component and refund to the Client any prepaid fees covering the unused portion of the Term for that component. This Section 9.3 states the Client's exclusive remedy for third-party IP claims.

4. **Client Data Indemnity.** The Client shall defend, indemnify, and hold harmless the Service Provider against any third-party claim arising from (i) Client Materials that infringe or misappropriate another party's intellectual-property rights, or (ii) the Client's use of the Platform in violation of applicable law or any third-party terms governing data supplied by the Client, provided the Service Provider complies with the notice, control, and cooperation conditions set out in Section 9.3.

5. **Independent Allocations of Risk.** The limitations and exclusions of liability in this Section 9 form an essential basis of the bargain between the Parties and apply notwithstanding any failure of essential purpose of any limited remedy.

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10 | Governing Law and Miscellaneous

1. **Governing Law.** This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the **State of New York**, U.S.A., without regard to its conflict-of-laws principles.

2. **Dispute Resolution.**

   1. **Good-Faith Negotiation.** The Parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("**Dispute**") through negotiations between executives having authority to settle the Dispute.

   2. **Mediation.** If the Dispute is not resolved within thirty (30) days after a written request for negotiation, either Party may submit the Dispute to **non-binding mediation administered by the American Arbitration Association** under its Commercial Mediation Procedures, to take place in Wilmington, Delaware.

   3. **Court Jurisdiction.** If the Dispute remains unresolved forty-five (45) days after appointment of the mediator, either Party may bring suit **exclusively in the state or federal courts located in New York County, New York**. Each Party

irrevocably submits to the personal jurisdiction of, and waives any objection to venue in, those courts.

3. **Assignment.** Neither Party may assign, novate, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement, in whole and not in part, to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by the Agreement.

4. **Notices.** All notices required under this Agreement shall be in writing and delivered by (a) hand, (b) reputable overnight courier, or (c) e-mail with confirmed receipt, to the addresses designated by each Party. Notices are deemed received: (i) when delivered by hand, (ii) one (1) Business Day after dispatch by courier, or (iii) when the recipient's e-mail server confirms delivery, provided the notice is followed by method (a) or (b).

5. **Entire Agreement; Order of Precedence.** This Proposal and its incorporated schedules constitute the entire agreement between the Parties and supersede all prior understandings. If a conflict arises, the body of this Proposal prevails over any schedule or attachment unless that schedule expressly states otherwise.

6. **Amendment and Waiver.** No amendment or waiver of any provision of this Agreement is effective unless in writing and signed by both Parties. A waiver of any breach does not constitute a waiver of any other or subsequent breach.

7. **Severability.** If any provision is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force, provided the essential terms and intent of the Agreement can still be effected.

8. **Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, agency, or joint-venture relationship, nor authorises either Party to bind the other.

9. **Third-Party Rights.** Except for the Service Provider's Affiliates, which may enforce Sections 8 and 9, no person or entity that is not a Party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 (as incorporated by reference) or otherwise to enforce any term of this Agreement.

Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one instrument. Delivery of an executed counterpart by electronic means (including PDF or e-signature platform) is deemed effective execution.

11 | Acceptance and Signature

The undersigned, being duly authorized representatives of their respective organizations, acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Proposal.

For ███████ **("Client")**

Name: _███████████████████

Title: _██████████████

Date: _██████████████

Signature ████████████████

For SHIZA ("Service Provider")

Name: Syed Hussain

Title: Founder & CEO

Date: 12/17/2025

Signature: _____