



# SHIZA

Experience Capture MVP (Pilot Portal)

Implementation & Managed Services for [REDACTED]

Date: January 14, 2026

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## 1 | Executive Summary

SHIZA ("Service Provider") will deliver a privacy-first Experience Capture MVP for [REDACTED] ("Client") to validate a new category of user experience: capturing personal preferences (especially via voice) and using them to generate personalized outputs ("Experiences") while keeping user consent and transparency front and center.

The MVP will be used by a small pilot cohort (up to 15 selected users). Users will onboard [REDACTED] interact through a dashboard that makes it easy to capture "memory," review what was captured, and [REDACTED].

[REDACTED] When a user triggers an Experience (e.g., planning a dinner), the MVP will request purpose-specific, time-boxed permission before using any saved memory. Each Experience will also provide an audit view showing what information was used—so the pilot can evaluate trust and usability, not just output quality.

What [REDACTED] gets (at a glance):

- Pilot-ready web portal with invite-based onboarding for up to 15 selected users.
- Push-to-talk preference capture plus a [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Hosted and maintained by SHIZA with monitoring, support, and iterative quality improvements during the pilot.

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

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## 2 | Scope of Work

During the Term, SHIZA will design, configure, brand, host, and operate an Experience Capture MVP web portal for [REDACTED] The MVP is intended to support pilot validation with a small cohort, focusing on clear scope, consent-driven data use, and measurable user outcomes.

## 2.1 In-Scope Functionality

- Access & Onboarding: Secure invite-based onboarding for pilot users, including password setup and authenticated portal access.
- Dashboard: [REDACTED]
- [REDACTED]
- Preference Capture: [REDACTED]
- Memory Structuring: [REDACTED]
- Experiences (MVP): [REDACTED]
- Consent Controls: [REDACTED]
- [REDACTED]
- Transparency / Access Log: [REDACTED]
- [REDACTED]
- Hosting & Operations: The MVP portal will be hosted and operated by SHIZA, including basic monitoring and support for the pilot.

## 2.2 Key Activities (SHIZA)

- Confirm MVP scope and pilot success criteria with [REDACTED] including the initial Experience(s) to be validated.
- Configure and brand the pilot portal (UI copy, basic look and feel, onboarding messaging) using Client-provided assets and preferences.
- Implement invite-based onboarding and pilot user management for up to 15 selected users.
- Implement push-to-talk [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- Implement the Experience flow, including [REDACTED]
- Conduct QA and support [REDACTED] through UAT, go-live, and early pilot iterations within the agreed scope.

## 2.3 Deliverables

- Hosted Experience Capture MVP web portal, branded for [REDACTED]
- [REDACTED]
- Invite-based onboarding for up to 15 selected pilot users.

- Push-to-talk preference capture with [REDACTED]  
[REDACTED]  
[REDACTED]
- Documentation and a short training / handover session.
  - [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
  - [REDACTED]
  - A technical walkthrough session (up to 90 minutes) covering system architecture, data flow, and storage approach sufficient for [REDACTED] to understand how the MVP is implemented.

## 2.4 Out of Scope (MVP)

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]

## 2.5 Service & Support

- Hosting, monitoring, and maintenance of the MVP portal during the Term.
- Issue resolution during business hours; [REDACTED]  
[REDACTED]
- Monthly hosting and support, billed in advance.

## 2.6 Assumptions

- [REDACTED] will provide branding assets (logo, colors, and any preferred UI copy) and confirm the pilot user list (up to 15 users).

- [REDACTED] will confirm the initial MVP Experience(s) to be validated [REDACTED]
- [REDACTED] will provide timely feedback during UAT and the pilot to calibrate usability, consent clarity, and output quality.
- [REDACTED] will ensure it has the necessary rights/permissions to use any data, examples, or third-party information provided for building and testing the MVP.

## 2.7 Data & IP Rights (Pilot-Specific)

- All data generated within the MVP by or on behalf of [REDACTED] and its pilot users — including transcripts, structured memory, preferences, metadata, and consent records — shall be owned by [REDACTED]
- SHIZA may use such data solely for the purpose of delivering and supporting the MVP during the Term, and not for training generalized models, external reuse, or unrelated commercial purposes.
- Nothing in this engagement transfers ownership of SHIZA's underlying platform, tooling, or proprietary frameworks to [REDACTED]
- [REDACTED] access to data exports and schema documentation is intended to support internal evaluation, learning, and future architectural planning.

## 3 | Project Timeline and Milestones

Implementation follows a single MVP delivery intended for pilot validation. A typical delivery window is 3–4 weeks, subject to timely receipt of required inputs and feedback.

Milestone	Target Timeline	Primary Acceptance Reference
<b>Kick-off &amp; Inputs Received (branding assets, pilot user list, Experience definition)</b>	Day 0-2	Section 2.6 - Assumptions
<b>Portal Configuration &amp; Branding Applied</b>	Day 3-4	Section 2.1 - Dashboard
<b>[REDACTED] Onboarding Flow Ready</b>	Day 5-6	Section 2.1 - Access & Onboarding
<b>Dashboard: [REDACTED]</b>	Day 7-9	Section 2.1 - Dashboard
<b>Push-to-Talk Capture [REDACTED]</b>	Day 10-13	Section 2.1 - Preference Capture / Memory Structuring

<b>Experience Flow</b> [REDACTED])	Day 14-16	Section 2.1 - Experiences (MVP)
<b>Implemented</b>		
<b>Consent Gating + Access Log (Audit View)</b>	Day 17-18	Section 2.1 - Consent Controls / Transparency

  

<b>QA + Client UAT + MVP Go-Live</b>	Day 19-21	Section 5 - Success Criteria
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Note: All timelines represent consecutive business days unless otherwise agreed.

Critical Path Dependencies:

- Branding assets and pilot onboarding requirements confirmed.
- Pilot user list (up to 15 users) provided and approved for invites.
- Initial MVP Experience(s) defined, including output expectations and any constraints/content rules.
- 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
<b>4.1</b>	Monthly Subscription (12-month term)	\$250 USD per month (hosting and support), billed monthly in advance.
<b>4.2</b>	One-Time MVP Build & Configuration	\$2,500 USD one-time fee.
<b>4.3</b>	Payment Terms	One-time fee payable 100% in advance. Monthly subscription starts upon successful MVP Go-Live.
<b>4.4</b>	Termination	Initial term is 12 months. Either party may terminate with 30 days written notice (one month advance notice). Any outstanding invoices remain payable.

## 5 | Success Criteria and Acceptance

### 1. Success Criteria

## 2. Acceptance Period

Unless [REDACTED] reports a material issue within 5 business days of Go-Live, the MVP will be deemed accepted. Reported issues will be remedied promptly at no additional charge.

8 | Intellectual Property and Confidentiality

- 1. Client Materials:** All founder inputs, documents, data, and materials supplied by [REDACTED] ("Client Materials")—and any agent prompts, configurations, or outputs derived from Client Materials—are the exclusive property of [REDACTED]  
[REDACTED]
- 2. Platform Components:** The SHIZA platform software, core AI orchestration, and general methodologies are the intellectual property of SHIZA. [REDACTED] receives a non-exclusive, limited right to use these components during the Term for the MVP workspace.
- 3. [REDACTED] Specific Configurations:** All custom agent configurations, prompt sets, and workflows created specifically for [REDACTED] are owned by [REDACTED] SHIZA retains rights to generic methods and know-how that do not disclose [REDACTED] 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.

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## 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.

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## 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 [REDACTED] (“Client”)

**Name:** [REDACTED]

**Title:** [REDACTED]

**Date:** [REDACTED]

For SHIZA (“Service Provider”)

**Name:** Syed Hussain

**Title:** CEO

**Date:** Jan 21 2026

**Signature:** [REDACTED]

**Signature:** 