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# Introduction and Parties

## Introduction

This Simple Contract (the "Contract") is made and entered into as of 2025-08-09.

## Parties

### Service Provider

Docupal Demo, LLC, a company established in the United States, with its principal address at 23 Main St, Anytown, CA 90210, will be referred to as the "Service Provider."

### Client

Acme, Inc ("ACME-1"), a business located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, will be referred to as the "Client." The Client seeks to engage the Service Provider for specific services as detailed in the exhibits attached to this Contract.

## Definitions and Interpretations

### Definitions

For the purposes of this Contract, the following terms shall have the meanings set forth below:

- **"Confidential Information"** means any non-public, proprietary information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to technical data, trade secrets, know-how, business plans, customer lists, and financial information.
- **"Effective Date"** means the date this Contract is fully executed by both DocuPal Demo, LLC and ACME-1.



- **"Scope of Work"** refers to the specific services to be provided by DocuPal Demo, LLC, as detailed in Exhibit A attached hereto.
- **"Term"** means the duration of this Contract, commencing on the Effective Date and continuing until terminated as provided herein.

## Interpretation

In the event of any ambiguity in the language of this Contract, the language shall be interpreted in a manner that reflects the mutual intention of the parties at the time of execution. This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles.

# Terms and Conditions

## 1. Obligations of DocuPal Demo, LLC

DocuPal Demo, LLC will provide the services as detailed in Exhibit A. This exhibit fully defines the scope of work. DocuPal Demo, LLC will perform these services with reasonable skill and care.

## 2. Obligations of ACME-1

ACME-1 will pay DocuPal Demo, LLC according to the payment terms outlined in Section 4. ACME-1 will provide DocuPal Demo, LLC with necessary information and access to resources required for the performance of services.

## 3. Payment Terms

ACME-1 will pay DocuPal Demo, LLC according to the schedule outlined in Section 4 of this contract. All payments will be made in United States Dollars (USD). Late payments may be subject to interest at a rate of 1% per month, or the maximum rate permitted by law, whichever is lower.



## 4. Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential any proprietary or sensitive information disclosed by the other party during the term of this contract. This obligation of confidentiality will survive the termination of this contract. Information already in the public domain, or rightfully received from a third party, is excluded from this clause.

## 5. Termination

Either party may terminate this contract with 30 days written notice if the other party breaches a material term of this contract and fails to cure such breach within the 30-day notice period. DocuPal Demo, LLC may terminate this agreement immediately if ACME-1 fails to pay any amount due under this contract within 15 days of the due date.

## 6. Limitation of Liability

DocuPal Demo, LLC is not liable for any delays or failures to perform its obligations under this contract that are caused by events beyond its reasonable control. These events may include, but are not limited to, acts of God, war, strikes, or governmental regulations. In no event shall DocuPal Demo, LLC's liability exceed the total amount paid by ACME-1 under this contract.

## 7. Dispute Resolution

Any disputes arising out of or relating to this contract will be resolved through good faith negotiation. If the parties cannot resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, California.

## 8. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.



## 9. Entire Agreement

This contract, including Exhibit A, constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

## 10. Severability

If any provision of this contract is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties.

## 11. Notices

All notices under this contract must be in writing and delivered by certified mail or email to the addresses listed in the introductory section of this contract. Notices will be deemed effective upon receipt.

# Payment Terms

The complete payment for services rendered by DocuPal Demo, LLC to ACME-1 is \$[Amount]. This amount reflects the scope of work detailed in Exhibit A.

## Payment Schedule

ACME-1 will remit payment within thirty (30) days following receipt of each invoice from DocuPal Demo, LLC.

## Payment Methods

ACME-1 can make payments via check or electronic funds transfer. Payment details for electronic transfers are as follows:

- **Bank:** [Bank Name]
- **Account Number:** [Account Number]
- **Routing Number:** [Routing Number]



## Late Payment

Payments not received within thirty (30) days of the invoice date will incur a late penalty. The penalty is one percent (1%) per month on the outstanding balance.

# Duration and Termination

## Effective Date and Term

This Contract shall become effective on the start date specified in the contract and will continue until the end date specified in the contract, unless terminated earlier as provided in this section.

## Termination

Either party may terminate this Contract with 30 days' written notice to the other party. This Contract may be terminated immediately by either party if the other party breaches any material term or condition of this Contract, and such breach remains uncured for a period of 15 days after written notice of the breach is given.

## Notice of Termination

All notices of termination must be in writing. Delivery must be by certified mail or email to the addresses listed in this contract.

# Confidentiality and Data Protection

DocuPal Demo, LLC and ACME-1 acknowledge that during the course of this agreement, each party may have access to confidential information belonging to the other party.

## Definition of Confidential Information

Confidential Information includes, but is not limited to, customer data, financial information, proprietary technology, business strategies, and any other information that is reasonably considered confidential.





## Obligations

Both parties agree to protect the confidentiality of the other party's Confidential Information. Confidential Information must be kept secure. It must not be disclosed to third parties without prior written consent from the disclosing party. Access to Confidential Information will be limited to employees or agents who have a need to know for the purpose of fulfilling this agreement. Each party will ensure that its employees and agents are bound by confidentiality obligations no less protective than those contained herein.

## Data Protection

Both parties agree to comply with all applicable data protection laws, including but not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as they may apply to the processing of personal data under this agreement. Each party is responsible for implementing and maintaining appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

## Liabilities and Indemnities

### Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, or consequential damages arising out of or related to this contract. This includes, but is not limited to, loss of profits, loss of business, or loss of data, even if DocuPal Demo, LLC has been advised of the possibility of such damages. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

### Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the services provided under this contract. This indemnification obligation includes, but is not limited to, claims of third parties relating to ACME-1's use of the services, breach of this contract, or violation of any law or regulation.





# Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes arising from this contract through good faith negotiation. Both parties will make reasonable efforts to resolve the issue amicably.

## Mediation

If negotiation fails to produce a resolution within thirty (30) days, the parties will attempt to settle the dispute by mediation. The mediation will take place in Anytown, California, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs associated with mediation. The parties will share the mediator's fees and expenses equally.

## Litigation

While mediation is the preferred method, either party may pursue litigation if mediation does not resolve the dispute. This contract does not exclude litigation as a final means of resolution.

# Miscellaneous Provisions

## Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations where such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.



## Severability

If any provision of this contract is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the original economic, business and compliance objectives of such provision.

## Entire Agreement

This contract constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Docupal Demo, LLC and ACME-1 with respect to such subject matter.

## Governing Law

This contract will be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

## Amendments

No amendment to or modification of this contract will be effective unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

# Signatures and Execution

This contract will become effective as of the last date noted below. By signing, the parties agree to all the terms and conditions outlined in this contract.

## Signature

**Docupal Demo, LLC**

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Name:



Title:

Date:

**Acme, Inc**

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Name:

Title:

Date:

