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Introduction and Parties

This contract establishes a formal agreement between DocuPal Demo, LLC and Acme, Inc. The purpose of this contract is to define the rights, responsibilities, and obligations of each party.

Parties Involved

DocuPal Demo, LLC

DocuPal Demo, LLC, a company based in the United States, with its principal business address at 23 Main St, Anytown, CA 90210, is a party to this contract. DocuPal Demo, LLC's base currency is USD.

Acme, Inc

Acme, Inc ("ACME-1"), a business entity based in the United States, with its principal business address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, is also a party to this contract.

Definitions and Interpretations

Definitions

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

- **"ACME-1"** refers to Acme, Inc, a business located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **"Contract"** means this legally binding agreement, including all schedules, exhibits, and amendments to it.
- **"Docupal Demo, LLC"** means Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210.
- **"Party"** means either Docupal Demo, LLC or ACME-1 individually.
- **"Parties"** means both Docupal Demo, LLC and ACME-1 collectively.
- **"USD"** refers to United States Dollars, the base currency of Docupal Demo, LLC.



These definitions clarify the specific entities and references used throughout this Contract to ensure a mutual understanding and prevent potential ambiguities in interpretation. This section aims to provide a clear and concise foundation for the agreement.

Terms and Conditions

This section defines the terms and conditions governing the agreement between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1"). By entering into this contract, both parties agree to adhere to the following terms.

Payment Terms

ACME-1 will make all payments to DocuPal in United States Dollars (USD). The specific payment schedule and amounts will be outlined in a separate exhibit attached to this contract. Late payments may incur interest at a rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower, calculated from the date the payment was originally due until the date it is received.

Confidentiality

Both DocuPal and ACME-1 agree to hold each other's confidential information in strict confidence. This includes, but is not limited to, business strategies, customer data, and proprietary technology. Neither party will disclose confidential information to any third party without the prior written consent of the disclosing party, unless required by law. This obligation of confidentiality will survive the termination of this contract.

Liabilities

DocuPal's liability under this contract shall be limited to the total amount of fees paid by ACME-1 to DocuPal. In no event shall DocuPal be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this contract. ACME-1 agrees to indemnify and hold DocuPal harmless from any claims, damages, or expenses arising out of ACME-1's breach of this contract or its negligence.



Dispute Resolution

Any disputes arising out of or relating to this contract shall be resolved through good faith negotiations between the parties. If the parties are unable to 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 shall take place in Anytown, California. The decision of the arbitrator shall be final and binding on both parties.

Termination

Either party may terminate this contract upon 30 days written notice to the other party if the other party materially breaches this contract and fails to cure such breach within the 30-day notice period. DocuPal may also terminate this contract immediately if ACME-1 becomes insolvent or enters into bankruptcy proceedings. Upon termination, ACME-1 shall pay DocuPal for all services performed up to the date of termination.

Payment Terms

DocuPal Demo, LLC will invoice ACME-1 according to the following schedule. ACME-1 will make all payments in United States Dollars (USD). Payments shall be made via wire transfer or company check, as determined by ACME-1.

Payment Schedule

- **Initial Payment:** 30% of the total contract value is due upon signing of this agreement.
- **Mid-Project Payment:** 40% of the total contract value is due upon completion of milestone 1.
- **Final Payment:** The remaining 30% of the total contract value is due within 30 days of project completion and final sign-off by ACME-1.

Late Payments

Payments not received within thirty (30) days of the due date will incur a late payment penalty. The penalty will be calculated at a rate of 1.5% per month on the outstanding balance. DocuPal Demo, LLC reserves the right to suspend services if



payments are not received within sixty (60) days of the due date. Continued failure to remit payment may result in legal action to recover the outstanding debt. ACME-1 will be responsible for all costs associated with the debt collection, including attorney fees and court costs.

Confidentiality

Definition of Confidential Information

Confidential Information means any information disclosed by either Docupal Demo, LLC or ACME-1 (the "Disclosing Party") to the other (the "Receiving Party"), either directly or indirectly, in writing, orally or by inspection of tangible objects, which is designated as "Confidential" or "Proprietary" or which, under the circumstances surrounding disclosure, reasonably ought to be treated as confidential. Confidential Information includes, but is not limited to, information relating to the Disclosing Party's technology, software, business plans, marketing strategies, financial information, customer lists, and other sensitive business information.

Obligations of Confidentiality

ACME-1 agrees to protect the confidentiality of Docupal Demo, LLC's Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature, but no less than reasonable care. ACME-1 shall use Docupal Demo, LLC's Confidential Information solely for the purpose of fulfilling its obligations under this contract. ACME-1 shall limit access to Docupal Demo, LLC's Confidential Information to its employees, agents, or subcontractors who have a need to know such information and who are bound by confidentiality obligations no less protective than those contained herein.

Exclusions

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of ACME-1; (b) was already known to ACME-1 prior to its disclosure by Docupal Demo, LLC; (c) is rightfully received by ACME-1 from a third party without restriction on disclosure; or (d) is independently developed by ACME-1 without use of or reference to Docupal Demo, LLC's Confidential Information.



Required Disclosure

If ACME-1 is required by law or legal process to disclose any of Docupal Demo, LLC's Confidential Information, ACME-1 shall provide Docupal Demo, LLC with prompt written notice of such requirement so that Docupal Demo, LLC may seek a protective order or other appropriate remedy. If such protective order is not obtained, ACME-1 shall disclose only that portion of the Confidential Information that it is legally required to disclose.

Warranties and Representations

Docupal Demo, LLC ("Docupal") and Acme, Inc. ("ACME-1") each warrant and represent the following:

Authority

Each party warrants that it has the full power and authority to enter into this contract. Each party also warrants that this contract is binding upon it.

Capacity

Each party warrants that it is capable of fulfilling its obligations under this contract.

Compliance

Each party warrants it will comply with all applicable laws and regulations related to this contract.

Services

Docupal warrants that the services it provides will be performed in a professional manner. Docupal also warrants that the services will conform to industry standards.



Limitation of Liability

DocuPal Demo, LLC's liability to ACME-1 arising out of or related to this contract, whether in contract, tort, or otherwise, will be limited to the total fees paid by ACME-1 to DocuPal Demo, LLC under this contract during the twelve (12) months immediately preceding the event giving rise to the liability.

Excluded Damages

In no event will DocuPal Demo, LLC be liable to ACME-1 for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, business, or data, even if DocuPal Demo, LLC has been advised of the possibility of such damages. This exclusion applies regardless of the cause of action or the theory of liability.

Exceptions

The limitations of liability set forth in this section will not apply to damages arising from DocuPal Demo, LLC's gross negligence or willful misconduct, or from death or personal injury caused by DocuPal Demo, LLC's acts or omissions. These limitations also do not apply to breaches of confidentiality obligations.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes amicably. Both parties will first attempt to resolve any disagreement through good-faith negotiation. This involves direct discussions between representatives of both companies.

Mediation

If negotiation fails, both DocuPal Demo, LLC and ACME-1 agree to pursue mediation. A mutually agreed-upon mediator will be selected. The mediation will occur in Anytown, California, unless both parties agree to an alternative location. Both parties will share the costs of mediation equally.



Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. The arbitration will take place in Anytown, California, unless otherwise agreed. The arbitrator's decision will be final and binding on both DocuPal Demo, LLC and ACME-1. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any legal action arising out of or relating to this Agreement shall be in the state or federal courts located in California. Both DocuPal Demo, LLC and ACME-1 consent to the jurisdiction of those courts.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure or delay in the performance of its obligations under this contract if such failure or delay is due to unforeseen events beyond its reasonable control.

Definition of Force Majeure Events

These events, sometimes called "acts of God," may include, but are not limited to:

- Acts of God, flood, fire, earthquake, or explosion
- War, invasion, riot, or other civil unrest
- Strikes, labor disputes, or embargoes
- Legal or regulatory changes
- Telecommunication breakdowns, power outages or failure of internet providers
- Other causes beyond the reasonable control of either party



Notification

If a force majeure event occurs, DocuPal Demo, LLC will promptly notify Acme, Inc of the nature and extent of the event and will use commercially reasonable efforts to mitigate the impact of the event and resume performance of its obligations as soon as reasonably possible. Contractual obligations are suspended to the extent they are affected by the force majeure event.

Term and Termination

Term

This agreement shall commence on August 9, 2025, and will continue for a period of one (1) year, unless terminated earlier as provided in this agreement.

Renewal

This agreement will automatically renew for successive one (1) year terms, unless either party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

Termination

DocuPal Demo, LLC may terminate this agreement with immediate effect if ACME-1 fails to perform any of its obligations under this agreement and such failure continues for a period of thirty (30) days after written notice thereof.

ACME-1 may terminate this agreement with immediate effect if DocuPal Demo, LLC fails to perform any of its obligations under this agreement and such failure continues for a period of thirty (30) days after written notice thereof.

Either party may terminate this agreement if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for substantially all of its assets.

Either party may terminate this agreement for convenience with a written notice of 90 days.



Notices

Methods of Communication

All notices regarding this contract must be in writing. Notices can be delivered by:

- Certified mail, return receipt requested
- Nationally recognized overnight courier
- Email with confirmed receipt

Addresses for Notification

Docupal Demo, LLC

23 Main St Anytown, CA 90210 United States

Acme, Inc

3751 Illinois Avenue Wilsonville, Oregon, 97070 United States

Acknowledgment of Receipt

A notice is considered effective upon the earlier of:

- Actual receipt, as evidenced by a signed receipt or electronic confirmation
- Two business days after sending by overnight courier
- Five business days after mailing by certified mail

Either party may change its notification address by giving written notice to the other party, following the procedures described above.

Governing Law and Jurisdiction

This contract is governed by the laws of the State of California, United States. Any dispute arising from or related to this contract will be resolved in the state or federal courts located in California. Both Docupal Demo, LLC and ACME-1 agree to this



choice of law and jurisdiction. This ensures a consistent legal framework for interpreting and enforcing this agreement.

Amendments and Waivers

Amendments

This agreement may be amended or modified only by a written instrument. The instrument must be signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No modification will be enforceable unless it meets these requirements.

Waivers

The failure of either party to enforce any provision of this agreement will not constitute a waiver of future enforcement of that provision or any other provision. All waivers must be in writing and signed by the party granting the waiver. A waiver is only effective in the specific instance and for the specific purpose given.

Entire Agreement

This contract constitutes the entire agreement between Docupal Demo, LLC, and Acme, Inc., also known as ACME-1, regarding the subject matter herein. This agreement supersedes all prior and contemporaneous communications, negotiations, and agreements, whether oral or written, between the parties concerning the contract's purpose. Only this document fully and completely expresses their understanding. Both Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc., located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, acknowledge that no other representations or promises have influenced their decision to enter into this agreement, other than what is explicitly written within this document.

Signatures

This contract becomes effective as of the last date signed below.



Docupal Demo, LLC

Signed: _____

Name:

Title:

Date: _____

Acme, Inc (ACME-1)

Signed: _____

Name:

Title:

Date: _____

Instructions: Each party should carefully review this contract. After review, each party should sign and date in the space provided above. By signing, both Docupal Demo, LLC and Acme, Inc agree to the terms and conditions outlined within this contract.

Annexes and Schedules

This section lists all annexes and schedules attached to and forming part of this Formal Contract. These documents provide further details and specifications related to the agreement between Docupal Demo, LLC and Acme, Inc.

List of Annexes

1. Annex A: Definitions

- Provides definitions of key terms used throughout this Formal Contract to ensure consistent interpretation.

2. Annex B: Scope of Services



- Outlines the specific services Docupal Demo, LLC will provide to Acme, Inc. under this agreement. It details the deliverables, performance standards, and acceptance criteria.

3. Annex C: Payment Terms

- Specifies the payment schedule, acceptable payment methods, and any applicable late payment fees or interest.

4. Annex D: Confidentiality Agreement

- Details the obligations of both parties regarding the protection of confidential information exchanged during the term of this Formal Contract.

5. Annex E: Service Level Agreement (SLA)

- Sets forth the performance metrics and service levels Docupal Demo, LLC is expected to meet, along with the remedies available to Acme, Inc. if those levels are not achieved.

List of Schedules

1. Schedule 1: Pricing Schedule

- A detailed breakdown of the fees, rates, and expenses associated with the services provided under this Formal Contract.

Item Name	Price (USD)	Quantity	Total (USD)
Service A	100	10	1,000
Service B	50	20	1,000
Expenses (Estimated)	N/A	N/A	500
Total Estimated			2,500

2. Schedule 2: Project Timeline

- A detailed timeline outlining key project milestones, deadlines, and deliverables.

3. Schedule 3: Technical Specifications



- Comprehensive technical requirements and specifications for any software, hardware, or other technology related to the services provided.

These annexes and schedules are integral to the Formal Contract and should be read in conjunction with the main body of the agreement. They clarify specific aspects of the relationship between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States, and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

