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Introduction and Purpose

This Framework Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Intent

This Agreement establishes the general terms and conditions that will govern future projects between DocuPal and ACME-1. It outlines the framework for DocuPal to provide software development, consulting, and related services to ACME-1. This Agreement is intended to streamline the process of engaging DocuPal for specific projects by establishing a pre-agreed set of terms.

Scope

The scope of this Agreement encompasses a range of potential services, including but not limited to:

- Software Development
- Consulting Services
- Related technical services

Individual projects will be defined and governed by separate project schedules or statements of work that reference this Framework Agreement. These schedules will detail specific deliverables, timelines, and payment terms for each project.

Definitions and Interpretations

Definitions

For the purposes of this Framework Agreement, including all schedules and appendices, the following terms shall have the meanings set forth below:



- **Acceptance:** This means ACME-1's written confirmation that a Deliverable meets the agreed-upon specifications and is free from material defects.
- **Confidential Information:** This includes any and all information disclosed by either party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary," or some similar designation; or which, under the circumstances, should reasonably be understood to be confidential. Confidential Information includes, but is not limited to, technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic plans, or personnel information.
- **Deliverable:** This refers to any tangible or intangible item, result, or output that Docupal Demo, LLC is required to provide to ACME-1 under a Project, as specified in the applicable Project Schedule.
- **Project:** This means a specific software development, consulting, or related services engagement undertaken by Docupal Demo, LLC for ACME-1 under this Framework Agreement, as detailed in a separate Project Schedule.

Interpretation

In this Framework Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to persons include bodies corporate, unincorporated associations, and partnerships.
- The headings are for convenience only and do not affect the interpretation of this Framework Agreement.
- Any reference to a statute or statutory provision shall be construed as a reference to such statute or provision as amended, consolidated, re-enacted, or replaced from time to time.
- The words "include" and "including" are to be construed as meaning "including without limitation."



Scope of Work and Deliverables

This Framework Agreement outlines the provision of software development, consulting, and related services by DocuPal Demo, LLC to Acme, Inc (ACME-1). These services encompass software development, project management, training, and documentation.

Project Schedules

Specific deliverables for each project will be detailed in individual Project Schedules, which will be agreed upon by both parties prior to the commencement of each project. These schedules (Exhibit A) will outline project timelines, milestones, and acceptance criteria for each deliverable.

Key Performance Indicators (KPIs)

Each Project Schedule will also include Key Performance Indicators (KPIs) to measure the performance and success of the project. These KPIs will be used to track progress and ensure that the project is meeting the agreed-upon objectives.

Scope of Services

DocuPal Demo, LLC will provide the following services under this Framework Agreement:

- **Software Development:** Custom software design, development, testing, and deployment.
- **Project Management:** Planning, execution, and monitoring of software development projects.
- **Training:** Providing training to ACME-1 personnel on the use of developed software.
- **Documentation:** Creating and maintaining comprehensive documentation for all software and systems.



Term and Termination

This Framework Agreement will begin on January 1, 2024, and will continue until December 31, 2025.

Early Termination

Either party may terminate this Agreement before the end date under the following circumstances:

- **Material Breach:** If either party materially breaches any of its obligations under this Agreement, the non-breaching party may terminate the Agreement.
- **Insolvency:** If either party becomes insolvent or enters into bankruptcy proceedings.
- **Mutual Agreement:** Both parties can agree to terminate the agreement in writing.

Notice Period

The terminating party must provide 30 days written notice to the other party before the termination becomes effective.

Pricing and Payment Terms

Pricing Structure

DocuPal Demo, LLC will provide services to ACME-1 based on the project-specific pricing detailed in each Project Schedule (Exhibit A). Each Project Schedule will clearly outline the scope of work, deliverables, and associated costs for that particular project. Pricing may be structured as fixed-fee, time and materials, or a combination thereof, as agreed upon in the individual Project Schedule. All prices are exclusive of applicable taxes, which will be added to the invoice as required by law.



Invoicing and Payment

DocuPal Demo, LLC will submit invoices to ACME-1 according to the schedule defined in the relevant Project Schedule. Unless otherwise specified, invoices will be submitted monthly. ACME-1 agrees to pay all valid invoices within thirty (30) days of the invoice date. Payments should be made in United States Dollars (USD) to the account specified on the invoice.

Late Payments

Any invoice amounts that remain unpaid beyond the net 30-day payment term will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is lower, from the invoice date until the date of payment. ACME-1 will be responsible for all reasonable expenses, including attorney fees, incurred by DocuPal Demo, LLC in collecting overdue amounts.

Roles and Responsibilities

This section outlines the key roles and responsibilities of each party under this Framework Agreement. DocuPal Demo, LLC ("DocuPal") and ACME-1 will each play a vital role in ensuring the successful execution of projects undertaken within the scope of this agreement.

DocuPal Demo, LLC Responsibilities

DocuPal will be responsible for providing the software development, consulting, and related services as defined in each project-specific schedule. This includes, but is not limited to:

- Assigning qualified personnel with the necessary skills and experience to perform the services.
- Developing and delivering high-quality deliverables according to agreed-upon specifications and timelines.
- Adhering to industry best practices and maintaining professional standards in all work performed.
- Providing regular progress reports to ACME-1, detailing the status of the project, any challenges encountered, and proposed solutions.



- Participating in project review meetings to discuss progress, address concerns, and ensure alignment with ACME-1's objectives.
- Maintaining the confidentiality of ACME-1's information as outlined in the confidentiality clause of this agreement.

ACME-1 Responsibilities

ACME-1 will be responsible for providing the necessary resources and support to enable DocuPal to effectively perform the services. This includes, but is not limited to:

- Providing timely access to relevant information, data, and systems required for project execution.
- Designating a primary point of contact to facilitate communication and decision-making.
- Providing timely feedback on deliverables and addressing any queries raised by DocuPal.
- Participating in project review meetings to provide guidance and ensure alignment with business requirements.
- Ensuring that all internal stakeholders are aware of the project objectives and their respective roles.
- Making timely payments to DocuPal according to the agreed-upon payment terms.
- Maintaining the confidentiality of DocuPal's information as outlined in the confidentiality clause of this agreement.

Monitoring and Reporting

The responsibilities outlined above will be monitored through regular progress reports submitted by DocuPal and through project review meetings held between both parties. These mechanisms will ensure transparency and facilitate proactive identification and resolution of any issues that may arise.

Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Framework Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, client data, proprietary technology, and pricing information.



Confidentiality Obligations

Both parties agree to protect the confidentiality of the other party's information with the same degree of care as they protect their own confidential information, but no less than reasonable care. Confidential information will only be used for the purposes of fulfilling obligations under this Framework Agreement. Neither party will disclose the other party's confidential information to any third party without prior written consent, except as required by law. These confidentiality obligations will continue even after the termination of this Framework Agreement.

Data Protection

Docupal Demo, LLC will handle any personal or sensitive data of ACME-1 in accordance with applicable data protection laws. Specific details regarding data processing, security measures, and compliance are outlined in **Exhibit B, the Data Protection Addendum**. This addendum details how Docupal Demo, LLC ensures the privacy, security, and lawful processing of ACME-1's data. Both parties agree to adhere to the terms outlined in the Data Protection Addendum, which is an integral part of this Framework Agreement.

Liability and Indemnification

Docupal Demo, LLC's liability to ACME-1 under this Framework Agreement will be limited. Docupal Demo, LLC will not be liable for any indirect, consequential, or incidental damages arising out of or related to this Agreement.

Indemnification

ACME-1 agrees to indemnify and hold harmless Docupal Demo, LLC from any claims, damages, or expenses arising from ACME-1's breach of this Agreement.

Docupal Demo, LLC will indemnify ACME-1 against third-party claims arising from Docupal Demo, LLC's breach of confidentiality obligations or infringement of intellectual property rights. This indemnification covers reasonable attorney's fees and costs.



Dispute Resolution

The parties will work to resolve any disputes arising under this Framework Agreement through good faith negotiation.

Negotiation

If a dispute arises, representatives from DocuPal Demo, LLC and ACME-1 will meet and confer in an effort to reach a mutually agreeable resolution.

Mediation

If negotiation does not resolve the dispute within [Number] days, the parties will attempt to settle the dispute by mediation administered by [Mediation Service Name] under its [Mediation Service Rules]. The mediation will take place in [City, State], unless otherwise agreed.

Arbitration

Any dispute that cannot be resolved through negotiation or mediation will be settled by binding arbitration administered by [Arbitration Service Name] in accordance with its [Arbitration Service Rules]. The arbitration will be conducted by a single arbitrator, agreed upon by both parties. If the parties cannot agree on an arbitrator, [Arbitration Service Name] will appoint one. The arbitration will take place in [City, State], unless otherwise agreed. The arbitrator's decision will be final and binding on both parties and enforceable in any court of competent jurisdiction. The laws of the State of Delaware govern this Framework Agreement, without regard to its conflict of laws principles. The parties consent to the jurisdiction of the courts of the State of Delaware for any legal action arising out of or relating to this Framework Agreement.

General Provisions

This section describes the standard terms that apply to this Framework Agreement.



Amendments

Any changes to this Framework Agreement must be made in writing. Both DocuPal Demo, LLC and ACME-1 must sign the written amendment for it to be valid.

Notices

All notices relating to this Framework Agreement must be in writing. Notices can be sent by email or certified mail. Notices must be sent to the designated contacts for each party.

For DocuPal Demo, LLC, notices should be sent to:

Docupal Demo, LLC 23 Main St, Anytown, CA 90210

For ACME-1, notices should be sent to:

Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Framework Agreement if that failure results from events beyond its reasonable control. This includes, but isn't limited to, acts of God, war, riots, strikes, and other similar events. The affected party must promptly notify the other party of the force majeure event and make reasonable efforts to mitigate its effects.

Schedules and Appendices

This section contains the schedules and appendices that are incorporated into and form part of this Framework Agreement. These documents provide additional details and specifications related to the services, data protection, and other key aspects of the agreement.



Project Schedules (Exhibit A)

Project-specific details, including scope, deliverables, timelines, and acceptance criteria, will be outlined in individual Project Schedules. Each Project Schedule will reference the relevant sections of this Framework Agreement.

For each project undertaken, a corresponding Project Schedule will be created and agreed upon by both DocuPal Demo, LLC, and ACME-1. The agreed Project Schedule will be designated as Exhibit A and will be incorporated by reference into this Framework Agreement. Each schedule will have its specific section number, which corresponds to a particular project.

Data Protection Addendum (Exhibit B)

The Data Protection Addendum outlines the obligations of both parties concerning the processing of personal data under this Framework Agreement. It details data security measures, data transfer protocols, and compliance with applicable data protection laws and regulations.

The Data Protection Addendum is attached as Exhibit B and forms an integral part of this Framework Agreement. It addresses the specific requirements for data protection and privacy, ensuring compliance with relevant regulations.

