

# Table of Contents

|   |           |
|---|-----------|
| <b>Introduction and Purpose</b>               | <b>4</b>  |
| Purpose of Agreement                          | 4         |
| Scope of Services                             | 4         |
| Relationship of Parties                       | 4         |
| <b>Definitions and Interpretation</b>         | <b>4</b>  |
| Definitions                                   | 5         |
| Interpretation                                | 5         |
| <b>Scope of Services</b>                      | <b>5</b>  |
| Statement of Work (SOW)                       | 6         |
| Services                                      | 6         |
| Deliverables and Milestones                   | 6         |
| Quality Standards                             | 6         |
| Change Management                             | 6         |
| Acceptance                                    | 7         |
| <b>Term and Termination</b>                   | <b>7</b>  |
| Initial Term                                  | 7         |
| Renewal                                       | 7         |
| Termination                                   | 7         |
| Effects of Termination                        | 8         |
| <b>Payment Terms</b>                          | <b>8</b>  |
| Invoicing and Payment Schedule                | 8         |
| Late Payments                                 | 8         |
| Payment Methods                               | 9         |
| Taxes   | 9         |
| <b>Service Levels and Performance Metrics</b> | <b>9</b>  |
| Defining Service Levels                       | 9         |
| Performance Monitoring                        | 9         |
| Consequences of Missed Targets                | 10        |
| Service Level Trends                          | 10        |
| <b>Confidentiality and Data Protection</b>    | <b>10</b> |
| Definition of Confidential Information        | 11        |
| Obligations                                   | 11        |
| Data Security                                 | 11        |



|  |           |
|--|-----------|
| Duration of Confidentiality .....                      | 12        |
| <b>Intellectual Property Rights .....</b>              | <b>12</b> |
| Pre-Existing Intellectual Property .....               | 12        |
| Ownership of Newly Created Intellectual Property ..... | 12        |
| Grant of Licenses .....                                | 12        |
| Protection of Intellectual Property .....              | 13        |
| <b>Liability and Indemnification .....</b>             | <b>13</b> |
| Limitation of Liability .....                          | 13        |
| Indemnification by DocuPal Demo, LLC .....             | 13        |
| Indemnification by ACME-1 .....                        | 14        |
| Third-Party Claims .....                               | 14        |
| <b>Dispute Resolution .....</b>                        | <b>14</b> |
| Initial Negotiation .....                              | 14        |
| Mediation .....  | 15        |
| Binding Arbitration .....                              | 15        |
| Governing Law and Jurisdiction .....                   | 15        |
| <b>Force Majeure .....</b>                             | <b>15</b> |
| Definition of Force Majeure Event .....                | 16        |
| Obligations of Affected Party .....                    | 16        |
| Impact on Performance .....                            | 16        |
| <b>Amendments and Modifications .....</b>              | <b>16</b> |
| Amendment Process .....                                | 17        |
| Approval and Documentation .....                       | 17        |
| <b>Assignment and Subcontracting .....</b>             | <b>17</b> |
| Assignment .....                                       | 17        |
| Subcontracting .....                                   | 17        |
| <b>Notices .....</b>                                   | <b>18</b> |
| Notice Methods .....                                   | 18        |
| Notice Addresses .....                                 | 18        |
| Electronic Notices .....                               | 18        |
| <b>General Provisions .....</b>                        | <b>18</b> |
| Severability .....                                     | 18        |
| Waiver .....   | 19        |
| Entire Agreement .....                                 | 19        |
| Notices .....  | 19        |



|                                       |           |
|---------------------------------------|-----------|
| Governing Law .....                   | 19        |
| Dispute Resolution .....              | 19        |
| Force Majeure .....                   | 20        |
| Amendments .....                      | 20        |
| Assignment .....                      | 20        |
| Counterparts .....                    | 20        |
| <b>Signatures and Execution .....</b> | <b>20</b> |
| Signature Blocks .....                | 21        |



# Introduction and Purpose

This Master Service Agreement ("Agreement") is made as of 2025-08-09 by and between Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("Docupal Demo") and Acme, Inc ("ACME-1"), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose of Agreement

This Agreement establishes the general terms and conditions under which Docupal Demo will provide certain services to ACME-1. These services encompass document management, automation, and consulting. The specific details, scope, and pricing for each service will be defined in individual Statements of Work ("SOWs") executed under this Agreement. This Agreement serves as a framework for all SOWs.

## Scope of Services

Docupal Demo's services may include, but are not limited to, document management system implementation, workflow automation design and execution, and consulting services related to document processes. Each SOW will detail the specific services, deliverables, timelines, acceptance criteria, and related fees for a particular project.

## Relationship of Parties

This Agreement defines the basis for a service provider and client relationship. It is designed to ensure mutual understanding and cooperation as Docupal Demo provides services to ACME-1. This agreement is not creating a partnership, joint venture, or employment relationship.

# Definitions and Interpretation

## Definitions

For this Agreement, these terms have the following meanings:



- **"Services"** means the document management, automation, and consulting services DocuPal Demo, LLC will provide to ACME-1 as described in each Statement of Work.
- **"Deliverables"** means any tangible or intangible items, reports, documents, or other work products that DocuPal Demo, LLC will deliver to ACME-1 as part of the Services, as specified in a Statement of Work.
- **"Confidential Information"** means any non-public 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" or which, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.
- **"Intellectual Property"** means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights, and all associated rights and goodwill.
- **"Statement of Work (SOW)"** means a document agreed to by both parties that details the specific Services to be performed, Deliverables to be provided, timelines, and associated fees for a particular project.

## Interpretation

This Agreement will be interpreted fairly. The language should be interpreted reasonably, aligning with the agreement's overall purpose. Any ambiguities will be resolved through good-faith negotiations between DocuPal Demo, LLC and ACME-1.

## Scope of Services

DocuPal Demo, LLC will provide services to ACME-1 as described in mutually agreed-upon Statements of Work (SOWs). Each SOW will be governed by the terms and conditions of this Master Service Agreement (MSA).

## Statement of Work (SOW)

A Statement of Work (SOW) is a separate document that details specific project objectives. It outlines the work to be performed, deliverables, timelines, and acceptance criteria. Each SOW will reference this MSA and be executed by both parties.



## Services

The specific services provided by DocuPal Demo, LLC to ACME-1 will be defined in each individual SOW. These services may include, but are not limited to:

- Document Management System implementation and support
- Workflow Automation design and development
- Business Process Consulting related to document management
- Custom software development related to document workflows
- Training on document management systems and automation tools
- Ongoing maintenance and support services

## Deliverables and Milestones

Each SOW will clearly define the deliverables to be provided by DocuPal Demo, LLC. These deliverables may include documents, software code, completed configurations, training materials, or other tangible items.

The SOW will also outline key project milestones, providing a schedule for tracking progress and ensuring timely completion of the project.

## Quality Standards

DocuPal Demo, LLC will perform all services in a professional and workmanlike manner, consistent with industry standards. Specific quality standards applicable to the services will be detailed in each SOW. The SOW will specify any relevant performance metrics, acceptance criteria, and testing procedures. ACME-1 will have the opportunity to review and approve deliverables based on these defined quality standards.

## Change Management

Any changes to the scope of services outlined in an SOW must be documented and agreed upon in writing by both DocuPal Demo, LLC and ACME-1. A formal change request process will be followed to ensure that all changes are properly evaluated and approved. This process will include assessing the impact of the change on project timelines, costs, and resources. Approved changes will be documented in an amendment to the relevant SOW.



## Acceptance

ACME-1's acceptance of any deliverable will be governed by the acceptance criteria defined in the applicable SOW. Upon delivery of a deliverable, ACME-1 will have a specified period to review the deliverable and provide written notice of acceptance or rejection. If ACME-1 rejects a deliverable, the notice of rejection must include a detailed explanation of the reasons for rejection. DocuPal Demo, LLC will then have a reasonable opportunity to correct the deficiencies and resubmit the deliverable for acceptance.

## Term and Termination

### Initial Term

This Agreement will begin on the Effective Date. It shall continue for an initial term of one (1) year.

### Renewal

After the initial one-year term, this Agreement will automatically renew. The renewal will be for additional one-year terms. Either party can stop the automatic renewal. To do so, written notice of termination must be given. This notice should be provided at least thirty (30) days before the end of the current term.

### Termination

This Agreement may be terminated under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches it.
- **Failure to Pay:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to pay the fees due.
- **Statement of Work (SOW):** Termination conditions may also be specified in individual Statements of Work (SOWs).

### Effects of Termination

Upon termination of this Agreement for any reason:



- ACME-1 will pay DocuPal Demo, LLC for all Services performed and expenses incurred up to the effective date of termination.
- Each party will return or destroy the other party's Confidential Information as described in the Confidentiality section of this Agreement.
- Those terms that by their nature are intended to survive termination (including but not limited to confidentiality, payment obligations, limitation of liability, and indemnification) will remain in effect following any termination or expiration of this Agreement.

## Payment Terms

DocuPal Demo, LLC will invoice ACME-1 according to the terms outlined in each Statement of Work (SOW). Pricing for services will be as defined in the individual SOWs. These may include fixed fees, time and materials, or other methods as agreed upon.

### Invoicing and Payment Schedule

The specific payment schedule, including amounts and due dates, will be detailed in each SOW. ACME-1 will remit payments to DocuPal Demo, LLC as per the instructions on the invoice.

### Late Payments

Late payments will incur a monthly interest charge. The interest rate will be 1.5% per month on the outstanding balance. However, if the highest rate permitted by law is lower, that rate will apply instead.

### Payment Methods

ACME-1 can make payments via wire transfer, ACH, or check. Payment details will be provided on each invoice.

### Taxes

ACME-1 is responsible for all applicable taxes. This includes sales, use, or other taxes or duties, levied as a result of the services provided under this MSA. DocuPal Demo, LLC will separately state such taxes on each invoice, where applicable.



# Service Levels and Performance Metrics

DocuPal Demo, LLC and ACME-1 will define specific service levels for each service provided under this MSA within the applicable Statement of Work (SOW). These service levels will be tailored to the unique requirements of each project or service.

## Defining Service Levels

Each SOW will clearly outline the metrics used to measure acceptable service levels. These metrics may include, but are not limited to:

- **Response Time:** The time taken to respond to a service request or incident.
- **Resolution Time:** The time taken to resolve a reported issue or problem.
- **Uptime:** The percentage of time the service is available and operational.
- **Throughput:** The volume of work processed within a specific timeframe.
- **Accuracy:** The correctness and completeness of the delivered service.

The SOW will define target levels for each applicable metric.

## Performance Monitoring

DocuPal Demo, LLC will monitor its performance against the agreed-upon service levels as described in each SOW. Monitoring methods may include:

- **Regular Reports:** Providing ACME-1 with periodic reports detailing performance against service level targets.
- **Scheduled Meetings:** Holding regular meetings to review performance, discuss any issues, and plan for improvements.
- **Audits:** Conducting periodic audits of DocuPal Demo, LLC's systems and processes to ensure compliance with service level requirements.
- **Real-time Dashboards:** Where applicable, providing ACME-1 with access to real-time dashboards displaying key performance indicators.

The specific monitoring methods will be detailed in the relevant SOW.

## Consequences of Missed Targets

The applicable SOW will define the consequences for DocuPal Demo, LLC failing to meet the agreed-upon service level targets. These consequences may include:

- **Service Credits:** Providing ACME-1 with credits against future invoices.
- **Financial Penalties:** Applying financial penalties for significant or repeated failures to meet service levels.
- **Corrective Action Plans:** Developing and implementing corrective action plans to address the root causes of service level failures.
- **Escalation Procedures:** Escalating unresolved issues to higher levels of management within DocuPal Demo, LLC.

The specific consequences for missed targets will be clearly outlined in the applicable SOW.

## Service Level Trends

# Confidentiality and Data Protection

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc (ACME-1), located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, acknowledge that during the term of this Agreement, each party may have access to Confidential Information of the other party. Both parties agree to protect this information.

## Definition of Confidential Information

Confidential Information includes any non-public information disclosed by either Docupal Demo, LLC, or ACME-1. This includes, but is not limited to:

- Business plans
- Customer lists
- Pricing
- Technical data

## Obligations

Both Docupal Demo, LLC, and ACME-1 agree to the following:

1. **Protection:** Each party must protect the other's Confidential Information with the same degree of care they use to protect their own confidential information, but no less than a reasonable degree of care.

2. **Limited Use:** Confidential Information will only be used for the purposes of this Agreement.
3. **Restricted Access:** Access to Confidential Information is limited to employees, agents, or subcontractors who need to know the information to perform their duties under this Agreement. All such individuals must be bound by confidentiality obligations at least as protective as those contained herein.
4. **Notification:** Each party must promptly notify the other upon discovery of any unauthorized use or disclosure of Confidential Information.
5. **Return of Information:** Upon termination of this Agreement, or at the request of the disclosing party, the receiving party must return or destroy all copies of the Confidential Information.

## Data Security

Docupal Demo, LLC, will implement and maintain industry-standard security measures to protect ACME-1's data. These measures will include, at a minimum:

- Encryption of data at rest and in transit.
- Access controls to limit access to authorized personnel.
- Regular data backups and disaster recovery procedures.
- Adherence to all applicable data protection laws and regulations.
- Promptly informing ACME-1 of any data breach.

## Duration of Confidentiality

The obligations of confidentiality under this Agreement will continue for a period of five years from the date of termination of this Agreement.

# Intellectual Property Rights

## Pre-Existing Intellectual Property

Each party retains all rights, title, and interest in and to its pre-existing Intellectual Property, regardless of whether such Intellectual Property is used in connection with the services provided under this Agreement. This Agreement does not transfer any ownership rights in pre-existing Intellectual Property from one party to the other.



## Ownership of Newly Created Intellectual Property

The ownership of any Intellectual Property created, developed, or conceived as a result of the services performed under this Agreement ("New IP") will be determined as specified in the applicable Statement of Work (SOW). Each SOW will clearly outline the ownership rights of New IP, taking into account the contributions of each party and the specific nature of the services performed. Unless otherwise specified in the SOW, Docupal Demo, LLC shall retain all rights to methodologies, tools, software and other Intellectual Property created as part of providing services to ACME-1, with ACME-1 having a license to use such items solely in connection with the services provided.

## Grant of Licenses

To facilitate the performance of services under this Agreement, each party may grant to the other certain licenses to use its Intellectual Property. The scope, duration, and terms of such licenses will be specifically defined in the applicable Statement of Work (SOW). These licenses will be limited to the extent necessary for the receiving party to perform its obligations or exercise its rights under the SOW. Unless otherwise stated in the SOW, all licenses granted under this Agreement will terminate upon the expiration or termination of the applicable SOW or this Agreement. ACME-1 acknowledges that any unauthorized use of Docupal Demo, LLC's Intellectual Property will cause significant damage and harm to Docupal Demo, LLC.

## Protection of Intellectual Property

Each party agrees to take reasonable steps to protect the other party's Intellectual Property from unauthorized use, access, or disclosure. These steps will include, but are not limited to, implementing appropriate security measures, restricting access to confidential information, and requiring employees and contractors to sign confidentiality agreements.



# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC's liability to ACME-1 for any claim arising out of or related to this MSA or any SOW will be limited to the total fees paid by ACME-1 to DocuPal Demo, LLC under the specific SOW that gave rise to the claim. This limit applies regardless of the form of action, whether in contract, tort, or otherwise.

DocuPal Demo, LLC will not be liable for any consequential, indirect, incidental, special, or punitive damages, or for any loss of profits, revenue, business, or data, even if DocuPal Demo, LLC has been advised of the possibility of such damages.

## Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any negligent act or omission of DocuPal Demo, LLC or its employees or agents in connection with the performance of its obligations under this MSA or any SOW.
- Any willful misconduct of DocuPal Demo, LLC or its employees or agents.

## Indemnification by ACME-1

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- ACME-1's use of the services provided by DocuPal Demo, LLC under this MSA or any SOW.
- Any data, information, or other content provided by ACME-1 to DocuPal Demo, LLC.



## Third-Party Claims

In the event of any claim by a third party that is subject to indemnification under this MSA, the indemnified party will promptly notify the indemnifying party in writing of such claim. The indemnifying party will have the right to control the defense and settlement of such claim, provided that the indemnifying party will not settle any claim without the indemnified party's prior written consent, which will not be unreasonably withheld, if such settlement would require the indemnified party to admit liability or pay money. The indemnified party will reasonably cooperate with the indemnifying party in the defense of any such claim, at the indemnifying party's expense.

## Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes arising under or related to this MSA in accordance with this section. Both parties will work in good faith to resolve disputes efficiently and cost-effectively.

### Initial Negotiation

If a dispute arises, the parties will first attempt to resolve it through good-faith negotiation. Either party may initiate negotiation by providing written notice to the other party, outlining the nature of the dispute and the desired resolution. The receiving party will respond in writing within ten (10) business days. Representatives from both parties with the authority to settle the dispute will meet and confer in person or via teleconference. This negotiation period will last for thirty (30) days from the date of the initial notice, unless both parties agree to extend it.

### Mediation

If negotiation fails to resolve the dispute, the parties agree to submit the dispute to mediation. Either party may initiate mediation by providing written notice to the other party after the negotiation period has ended. The parties will jointly select a mutually acceptable mediator. If the parties cannot agree on a mediator within fifteen (15) days, either party may request the American Arbitration Association (AAA) to appoint a mediator. The mediation will take place in Anytown, California,



unless otherwise agreed. The parties will share the costs of the mediator equally. The mediation process will last for thirty (30) days, unless both parties agree to extend it.

## Binding Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this MSA will be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. Arbitration will commence within sixty (60) days of failed mediation. The arbitration will be conducted by a single arbitrator, selected in accordance with the AAA rules. The arbitrator's decision will be final and binding on both parties and enforceable in any court having jurisdiction. The place of arbitration will be Anytown, California, unless otherwise agreed. Each party will bear its own attorneys' fees and costs, but the parties will share equally the fees and expenses of the arbitrator.

## Governing Law and Jurisdiction

The laws of the State of Delaware govern this MSA and will be used in all dispute resolution proceedings, without regard to its conflict of laws principles.

## Force Majeure

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and ACME-1, situated at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, shall not be liable for any failure or delay in the performance of their obligations under this Master Service Agreement (MSA) if such failure or delay is due to a Force Majeure Event.

## Definition of Force Majeure Event

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Acts of God
- War
- Terrorism
- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Government regulations or actions



## Obligations of Affected Party

If a Force Majeure Event occurs, the affected party must promptly notify the other party in writing. This notice should include a description of the event and its likely duration. The affected party must also use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably possible.

## Impact on Performance

Any delay in performance caused by a Force Majeure Event will extend the affected party's performance deadlines by a period equal to the duration of the delay. During the period of excusable delay, the other party will not be entitled to any remedy for such failure or delay in performance. If the Force Majeure Event prevents, hinders, or delays a party's performance of its obligations for a continuous period exceeding 60 days, the other party may terminate the applicable Statement of Work (SOW) upon written notice. Such termination will be without liability to either party, except for payment of Services properly performed prior to the effective date of termination.

# Amendments and Modifications

This MSA may be amended or modified from time to time. All changes require a written agreement. This agreement must be signed by authorized representatives from both Docupal Demo, LLC and ACME-1.

## Amendment Process

Either party may propose amendments to this MSA. The party initiating the change must provide a written notice. This notice should detail the specific changes being proposed. Both parties will then review the proposed changes. They will negotiate in good faith to reach a mutual agreement on the amendments.

## Approval and Documentation

All modifications must be approved by authorized representatives. These representatives must be from both Docupal Demo, LLC and ACME-1. Once approved, the changes will be formally documented. This documentation will take the form of a written amendment to this MSA. Alternatively, changes may be documented



within the Statements of Work (SOWs). The written amendment or SOW must clearly state the agreed-upon changes. It must also include the effective date of these changes. Each amendment will become an integral part of this MSA. Any conflict between the original MSA and an amendment will be resolved in favor of the amendment, unless explicitly stated otherwise.

## Assignment and Subcontracting

### Assignment

Neither party may assign its rights or obligations under this MSA without the prior written consent of the other party. Any attempt to assign rights or obligations without this consent is void.

### Subcontracting

DocuPal Demo, LLC may subcontract certain services. This is allowed only with Acme Inc.'s prior written consent. Docupal Demo, LLC must provide information about the subcontractor's qualifications and experience for approval. Acme Inc. has the right to approve or reject the use of any proposed subcontractor. DocuPal Demo, LLC remains responsible for the performance of all subcontracted services. This includes ensuring the subcontractor complies with all applicable terms and conditions of this MSA.

## Notices

All notices regarding this Agreement must be in writing.

### Notice Methods

We will consider notices valid if delivered by:

- Email
- Certified mail
- Personal delivery



## Notice Addresses

Each party must send notices to the address listed in the signature block of this Agreement.

For Docupal Demo, LLC:

23 Main St, Anytown, CA 90210, United States

For Acme, Inc:

3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA

## Electronic Notices

Electronic notices are acceptable if the recipient acknowledges receipt. Acknowledgement can be through a return email or other written confirmation.

## General Provisions

### Severability

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

### Waiver

No waiver of any provision of this MSA will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to enforce any provision of this MSA will not constitute a waiver of future enforcement of that provision or of any other provision.

## Entire Agreement

This MSA, including all Statements of Work (SOWs) executed under it, constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written,



relating to its subject matter.

## Notices

All notices and other communications under this MSA must be in writing and will be deemed to have been duly given when (a) delivered personally; (b) sent by certified or registered mail, return receipt requested; or (c) sent by reputable overnight courier service, to the addresses set forth in the introductory section of this MSA or to such other address as either party may designate in writing from time to time.

## Governing Law

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

## Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this MSA through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, either party may pursue any available legal remedy.

## Force Majeure

Neither party will be liable for any failure to perform its obligations under this MSA if the failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, fire, flood, or other natural disaster.

## Amendments

No amendment to this MSA will be effective unless it is in writing and signed by both parties.

## Assignment

Neither party may assign this MSA or any of its rights or obligations under this MSA without the prior written consent of the other party, except that Docupal Demo, LLC may assign this MSA to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.



## Counterparts

This MSA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## Signatures and Execution

This Master Service Agreement becomes effective as of the last date signed below.

Both DocuPal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined in this document. Each party confirms that its authorized representative has duly executed this Agreement.

Digital signatures will be treated as original signatures and will be handled in accordance with the Uniform Electronic Transactions Act (UETA). No witnesses or notarization are required for this Agreement to be effective.

### Signature Blocks

#### DocuPal Demo, LLC

|            |            |
|------------|------------|
| Signature: |            |
| Name:      |            |
| Title:     |            |
| Date:      | 2025-08-09 |

#### Acme, Inc

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |
| Title:     |  |
| Date:      |  |