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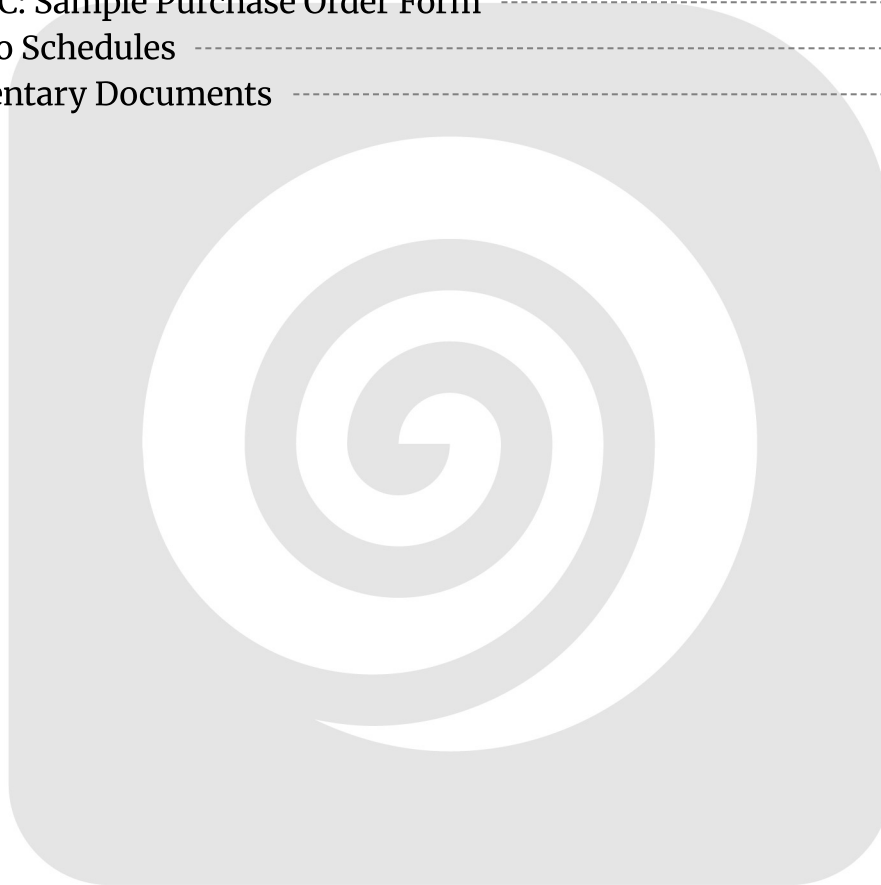
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Introduction and Purpose

This Master Purchase 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 ("Seller"), and Acme, Inc, a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Buyer").

Objective

The primary objective of this Agreement is to establish a comprehensive framework governing all future purchase transactions between Seller and Buyer. It provides a streamlined process for the purchase and sale of software and related services.

Scope and Benefits

This Agreement defines the terms and conditions under which Buyer may order and purchase goods and/or services from Seller. By establishing consistent terms and conditions, this Agreement aims to simplify the purchasing process, reduce negotiation time for individual transactions, and foster a more efficient and predictable business relationship between the parties. This will be achieved through agreed-upon processes for ordering, payment, delivery, and acceptance of goods/services.

Definitions and Interpretations

Definitions

For the purposes of this Master Purchase Agreement, the following terms shall have the meanings set forth below:

- **Agreement:** Refers to this Master Purchase Agreement, including all exhibits and schedules attached hereto.
- **ACME-1:** Refers to Acme, Inc, the client entering into this agreement with DocuPal Demo, LLC.



- **DocuPal Demo, LLC:** Refers to DocuPal Demo, LLC, the provider of goods under this agreement.
- **Goods:** Means the software provided by DocuPal Demo, LLC to ACME-1, as specified in an Order.
- **Order:** Means a purchase order issued by ACME-1 to DocuPal Demo, LLC under this Agreement, detailing the specific Goods or services requested and their quantities.
- **USD:** United States Dollar, the base currency for all transactions under this agreement.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- A reference to one gender includes a reference to the other gender.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any ambiguous terms within this agreement will be interpreted in a manner that aligns with the overall intent and purpose of the agreement, while also adhering to prevailing industry standards.
- References to statutory provisions shall be construed as references to those provisions as amended or re-enacted from time to time.
- The words "include," "includes," and "including" are deemed to be followed by the words "without limitation."
- "Writing" or "written" includes faxes and email unless otherwise specified.

Scope of Work and Purchase Orders

This section defines the scope of work covered under this Master Purchase Agreement and outlines the procedures for issuing and fulfilling purchase orders.

Scope of Work

DocuPal Demo, LLC will provide goods and/or services to ACME-1 as specified in individual purchase orders issued under this agreement. The specific nature of these goods and/or services, including detailed descriptions, quantities, and any applicable specifications, will be clearly defined in each purchase order.



Purchase Order Process

ACME-1 will initiate purchase orders referencing this Master Purchase Agreement. Each purchase order must contain, at a minimum, the following information:

- Date of issuance
- Purchase order number
- ACME-1's contact information
- DocuPal Demo, LLC's contact information
- Detailed description of the goods and/or services requested
- Quantity
- Unit price (if applicable)
- Total price
- Delivery date and location
- Payment terms
- Any special instructions or requirements

Purchase Order Acceptance

All purchase orders are subject to acceptance by DocuPal Demo, LLC. Acceptance will be communicated to ACME-1 in writing, which may include email confirmation. DocuPal Demo, LLC reserves the right to reject any purchase order for reasons including, but not limited to, availability of goods/services, pricing discrepancies, or credit concerns. If a purchase order is rejected, DocuPal Demo, LLC will notify ACME-1 promptly with an explanation.

Responsibilities

DocuPal Demo, LLC is responsible for providing the goods or services as described accurately in the purchase order and within the agreed-upon timeframe. ACME-1 is responsible for making timely payments for the goods or services received in accordance with the payment terms outlined in the purchase order and this agreement.

Order Form Example

The following is an example of a purchase order form. ACME-1 may use this form or a similar format that includes all required information.



Field	Description
Purchase Order Number	Unique identifier for the order
Date	Date the order is placed
Vendor	DocuPal Demo, LLC
Ship To	ACME-1's designated shipping address
Item Number	DocuPal Demo, LLC's internal item code (if applicable)
Description	Detailed description of the product or service
Quantity	Number of units or hours being ordered
Unit Price	Price per unit or hour
Total Amount	Quantity multiplied by Unit Price
Shipping & Handling	Costs associated with shipping the order
Tax	Applicable sales tax
Order Total	Total cost of the order, including items, shipping, and tax
Special Instructions	Any specific delivery requirements or other relevant information for DocuPal Demo

Pricing and Payment Terms

Pricing Structure

The pricing for all goods and/or services provided by DocuPal Demo, LLC to ACME-1 under this Master Purchase Agreement will be as outlined in the individual Purchase Orders (POs) issued by ACME-1 and accepted by DocuPal Demo, LLC. Each PO will clearly state the unit price, quantity, and total cost for the specific goods and/or services being purchased. All prices are quoted in United States Dollars (USD).

Payment Terms

ACME-1 shall remit payment to DocuPal Demo, LLC within thirty (30) days from the date of the invoice ("Net 30" terms). The invoice date will be the date the invoice is issued by DocuPal Demo, LLC. Payments should be made in USD via [Specify



Payment Method: e.g., check, wire transfer, ACH]. Details for remittance, including the payee, address, and bank information, will be clearly stated on each invoice.

Late Payment

DocuPal Demo, LLC will apply a late payment penalty of one percent (1.0%) per month on any outstanding balance not paid within the Net 30 period. The late payment penalty will be calculated from the original due date of the invoice.

Taxes

ACME-1 is responsible for all applicable sales taxes, duties, or other governmental charges levied on the goods and/or services provided under this Master Purchase Agreement. DocuPal Demo, LLC will include all applicable taxes as a separate line item on each invoice, in compliance with relevant tax regulations. ACME-1 shall provide DocuPal Demo, LLC with any necessary tax exemption certificates.

Invoicing

DocuPal Demo, LLC will send invoices to ACME-1 electronically to [Specify Invoice Email Address]. Each invoice will include the following information:

- DocuPal Demo, LLC's name and address
- Invoice number
- Invoice date
- ACME-1's purchase order number (if applicable)
- A detailed description of the goods and/or services provided
- Quantity
- Unit price
- Applicable taxes
- Total amount due
- Payment due date
- Remittance information

Payment Term Options

Here's a simple representation of payment terms.



Payment Term	Description
Net 30	Full payment is due 30 days from the invoice date.
Late Payment	A penalty of 1% per month is applied to balances not paid within Net 30.

Delivery and Acceptance

DocuPal Demo, LLC will handle all shipping arrangements and cover the associated costs. These costs are already included in the agreed-upon purchase price for the goods or services.

Delivery Timeline

DocuPal Demo, LLC will deliver the goods or services as specified in each individual Purchase Order. The delivery date will be confirmed upon acceptance of the Purchase Order. ACME-1 acknowledges that delivery dates are estimates, but DocuPal Demo, LLC will make commercially reasonable efforts to meet them.

Risk of Loss

The risk of loss or damage to the goods transfers to ACME-1 upon delivery to the location specified in the Purchase Order. DocuPal Demo, LLC maintains responsibility until the goods arrive at ACME-1's designated delivery point.

Inspection

ACME-1 has ten (10) days from the date of delivery to inspect the goods or services. This inspection period allows ACME-1 to identify any defects, non-conformities, or discrepancies compared to the Purchase Order.

Acceptance

Acceptance occurs when ACME-1 provides written notice to DocuPal Demo, LLC that the goods or services conform to the Purchase Order. If ACME-1 does not provide notice of rejection within the ten (10) day inspection period, the goods or services will be deemed accepted.



Remedies for Non-Conforming Goods or Late Delivery

If ACME-1 rejects goods or services due to non-conformity, DocuPal Demo, LLC will, at its option, either replace the non-conforming items or refund the purchase price for those items. If DocuPal Demo, LLC fails to deliver goods or services on time, ACME-1 may cancel the Purchase Order without incurring any penalty.

Warranties and Representations

Software Warranty

Docupal Demo, LLC warrants to ACME-1 that the software provided under this Master Purchase Agreement will perform substantially in accordance with its published specifications. This warranty is effective for a period of one year from the date of delivery.

Warranty Claim Process

To make a warranty claim, ACME-1 must notify Docupal Demo, LLC in writing of any defects within the one-year warranty period. Upon receiving such notification, Docupal Demo, LLC will, at its sole discretion, either repair or replace the defective software.

Disclaimer

Except as expressly provided in this *Warranties and Representations* section, Docupal Demo, LLC disclaims all other warranties, whether express or implied. This includes, but is not limited to, any implied warranties of merchantability or fitness for a particular purpose. Docupal Demo, LLC makes no representation or warranty concerning the results to be obtained from the use of the products. ACME-1 assumes all risk and liability for loss, damage, or injury to persons or property of ACME-1 or others arising out of the use or possession of any products sold or manufactured by Docupal Demo, LLC.



ACME-1 Representations

ACME-1 represents and warrants that it has the full right, power, and authority to enter into this Master Purchase Agreement and to perform its obligations hereunder. ACME-1 represents and warrants that its execution, delivery, and performance of this Master Purchase Agreement will not violate any other agreement to which it is a party or by which it is bound, or any applicable law, rule, or regulation. ACME-1 represents and warrants that the information provided to Docupal Demo, LLC is accurate, complete, and true in all material respects.

Limitation of Liability

The remedies set forth in this *Warranties and Representations* section are ACME-1's sole and exclusive remedies for any breach of warranty by Docupal Demo, LLC. In no event shall Docupal Demo, LLC be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Master Purchase Agreement, even if Docupal Demo, LLC has been advised of the possibility of such damages. Docupal Demo, LLC's liability for damages under this agreement is capped at the total amount paid by ACME-1 under this Master Purchase Agreement.

Limitation of Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC's total liability to ACME-1 arising out of or related to this Agreement, whether in contract, tort, or otherwise, will not exceed the total purchase price of the specific order that gives rise to the claim. In no event shall DocuPal Demo, LLC be liable for any consequential, incidental, special, or indirect damages, including but not limited to, lost 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, strict liability, or otherwise.

Indemnification

Mutual Indemnification



Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- The Indemnifying Party's negligence.
- The Indemnifying Party's breach of this Agreement.

Indemnification Process

The Indemnified Party shall:

1. Promptly notify the Indemnifying Party in writing of any claim subject to indemnification.
2. Reasonably cooperate with the Indemnifying Party in the defense or settlement of the claim.
3. Allow the Indemnifying Party to control the defense and settlement of the claim, provided that the Indemnifying Party shall not settle any claim in a manner that admits fault or liability on behalf of the Indemnified Party without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld.

The Indemnifying Party shall reimburse the Indemnified Party for all reasonable out-of-pocket expenses incurred in providing cooperation and assistance in connection with the defense or settlement of the claim.

Confidentiality

Confidential Information

This agreement requires both Docupal Demo, LLC and ACME-1 to protect each other's confidential information. Confidential information includes, but is not limited to, customer data, pricing information, and proprietary software code. Both parties agree to treat this information as strictly confidential.



Scope of Confidentiality

Both parties must use the same degree of care to protect confidential information as they use to protect their own similar confidential information. This includes preventing unauthorized access, disclosure, or use. Confidential information can only be disclosed to employees, agents, or subcontractors who need to know it for the purposes of this agreement. All such parties must be bound by confidentiality obligations at least as protective as those in this agreement.

Exceptions

The obligations of confidentiality do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the disclosing party.
- Is independently developed by the receiving party without use of the disclosing party's confidential information.
- Is required to be disclosed by law or legal process. The receiving party must provide prompt notice to the disclosing party of any such requirement, to allow the disclosing party to seek a protective order or other appropriate remedy.

Duration

The confidentiality obligations outlined in this section will continue for a period of five (5) years following the termination or expiration of this Master Purchase Agreement.

Term and Termination

This Agreement will begin on August 9, 2025 and continue for an initial term of three (3) years.

Renewal

After the initial three-year term, this Agreement will automatically renew for additional one (1) year terms. Either party can prevent renewal by providing written notice to the other party at least ninety (90) days before the end of the current term.



Termination

This Agreement may be terminated prior to the end of its term under the following circumstances:

- **For Cause:** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement. The party seeking to terminate must provide written notice of the breach and allow sixty (60) days for the other party to cure the breach. If the breach is not cured within the sixty (60) day period, the terminating party may provide a final written notice of termination, which will be effective immediately.
- **Insolvency:** Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or is subject to any similar proceeding.

Notice of Termination

The party desiring to terminate the agreement shall provide a written notice to the other party at least sixty (60) days prior to the effective date of termination.

Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations.

Escalation

If a dispute arises, either party can escalate the issue to their respective senior management. Senior management will then have a period of thirty (30) days to resolve the dispute.

Mediation

If senior management cannot resolve the dispute within thirty (30) days, the parties agree to submit the dispute to mediation. The mediation will take place in Delaware, unless both parties agree to another location. The parties will share the costs of the mediator equally.



Arbitration

If mediation does not resolve the dispute, the parties agree to resolve the dispute through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitration will take place in Delaware, unless both parties agree to another location. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own attorneys' fees and costs associated with the arbitration. The parties will share the costs of the arbitrator equally.

Governing Law

The laws of the State of Delaware will govern the interpretation and enforcement of this Dispute Resolution section and the entire Agreement, without regard to its conflict of laws principles.

Force Majeure

Docupal Demo, LLC will not be liable for any failure or delay in the performance of its obligations. This applies if such failure or delay is due to a Force Majeure Event.

Definition

A Force Majeure Event means any event beyond a party's reasonable control. This includes natural disasters, war, or new government regulations.

Impact on Obligations

If a Force Majeure Event occurs, Docupal Demo, LLC's obligations are suspended for the duration of the event. Docupal Demo, LLC will not be responsible for damages caused by the delay or failure to perform.

Notice

If a Force Majeure Event occurs, Docupal Demo, LLC must notify ACME-1 in writing within 10 days of the event. The notice must include details about the event and its expected duration.



Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 must each comply with all applicable laws and regulations. This includes, but is not limited to, laws relating to data privacy, export controls, labor, and the environment.

Data Privacy

Both parties will adhere to all relevant data privacy laws. This ensures the protection of personal data processed under this agreement.

Required Certification

DocuPal Demo, LLC will maintain SOC 2 certification throughout the term of this agreement. This attests to our commitment to data security and operational controls.

Addressing Non-Compliance

If either party fails to comply with applicable laws or regulations, the other party will provide written notice. The non-compliant party will then have thirty (30) days to cure the non-compliance. If the non-compliance is not cured within this period, the other party may terminate this agreement.

Assignment and Subcontracting

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Assignment

Any attempted assignment without such written consent shall be void. This requirement ensures both Docupal Demo, LLC and ACME-1 maintain control over their respective commitments and the quality of performance under this Master Purchase Agreement.



Subcontracting

Docupal Demo, LLC is permitted to subcontract certain aspects of the services, provided that Docupal Demo, LLC remains fully responsible for the performance of its subcontractors and compliance with all terms and conditions of this Agreement. ACME-1 must receive notice of any subcontracting arrangements.

Notices

All notices and other communications regarding this Master Purchase Agreement must be in writing.

Delivery Methods

Notices can be delivered by:

- Email
- Certified mail

Addressees

All notices must be sent to the legal departments of both parties, as follows:

If to Docupal Demo, LLC:

Legal Department 23 Main St Anytown, CA 90210 United States

If to Acme, Inc:

Legal Department 3751 Illinois Avenue Wilsonville, Oregon 97070 United States

Receipt

A notice is deemed to be received upon confirmation of receipt.



Miscellaneous Provisions

Entire Agreement

This Master Purchase Agreement represents the complete and final agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter herein.

Amendments

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

Waiver

No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party waiving its right. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that provision or any other provision. A waiver on one occasion will not be a waiver of any subsequent occasion.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Counterparts

This Agreement 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. Electronic signatures shall be acceptable and binding.



Signatures and Execution

This Master Purchase Agreement becomes effective on the date of the last signature, indicating full acceptance of its terms.

Execution

Each party must have this Agreement signed by its duly authorized representative. DocuPal Demo, LLC will have the CEO sign, while Acme Inc. will have an authorized officer sign.

Signatures

DocuPal Demo, LLC

By: _____

Name:

Title: CEO

Date: _____

Acme Inc.

By: _____

Name:

Title: Authorized Officer

Date: _____

Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures are acceptable and have the same force and effect as original signatures.



Annexes and Schedules

This section contains annexes and schedules that are an integral part of this Master Purchase Agreement. These documents provide detailed information regarding pricing, service levels, and other specific terms related to the purchase of goods and/or services by ACME-1 from Docupal Demo, LLC.

Schedules Included

The following schedules are attached to and form part of this Agreement:

- **Schedule A:** Pricing Schedule
- **Schedule B:** Service Level Agreement (SLA)
- **Schedule C:** Sample Purchase Order Form

Schedule A: Pricing

Schedule A outlines the pricing for all goods and/or services provided by Docupal Demo, LLC to ACME-1 under this Agreement. Pricing will be in United States Dollars (USD), Docupal Demo, LLC's base currency.

Item Name	Price (USD)	Quantity	Total (USD)
Product Alpha	100	10	1,000
Service Beta	50	20	1,000
Consulting Gamma	200	5	1,000
Schedule Total			3,000

Schedule B: Service Level Agreement (SLA)

Schedule B details the service levels that Docupal Demo, LLC commits to providing to ACME-1. This includes response times, uptime guarantees, and other performance metrics.



Schedule C: Sample Purchase Order Form

Schedule C provides a sample of the Purchase Order form that ACME-1 will use when ordering goods and/or services under this Agreement. This is for illustrative purposes and may be subject to minor revisions.

Updates to Schedules

Any changes or updates to the schedules must be made via a written amendment to the specific schedule. Both Docupal Demo, LLC and ACME-1 must agree to and sign the amendment for it to become effective. The updated schedule will then replace the previous version.

Supplementary Documents

Supplementary documents such as detailed pricing schedules, sample purchase order templates, and specific technical specifications are essential components that provide clarity and operational guidance within this Master Purchase Agreement. These documents serve to minimize ambiguity and ensure that both parties have a clear understanding of the products, services, and processes involved. The pricing schedules, for instance, offer a comprehensive breakdown of costs associated with various goods or services, including potential volume discounts or tiered pricing structures. Providing a sample purchase order template streamlines the ordering process, ensuring that all necessary information is captured consistently. Incorporating technical specifications ensures that the goods or services meet the required standards and performance criteria. Each of these documents is designed to support the efficient execution and management of the agreement, reducing potential disputes and enhancing overall collaboration.

