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Introduction and Purpose

This Blanket Purchase Agreement (BPA) is made and entered into as of August 9, 2025, 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 located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Objectives and Benefits

This BPA is established to streamline the procurement process for specific goods and services. It allows ACME-1 to order these items quickly and efficiently from Docupal Demo, LLC. This agreement will be used by the Procurement, Operations, and Finance departments within ACME-1.

The primary goal of this BPA is to reduce administrative costs associated with repeated purchases. It also ensures faster order processing due to pre-negotiated pricing and terms. This pre-arranged framework simplifies the buying process, saving time and resources for both parties. The BPA sets the stage for a strong, reliable supply chain relationship.

Agreement Terms and Conditions

This Blanket Purchase Agreement (BPA) outlines the terms and conditions governing the supply of goods and services by DocuPal Demo, LLC to Acme, Inc. This agreement aims to streamline procurement and ensure consistent service delivery.

Term and Renewal

This BPA is effective as of 2025-08-09 and will remain in effect for a period of three (3) years. The agreement offers options for annual renewal. Renewal is contingent upon mutual written agreement by both DocuPal Demo, LLC and Acme, Inc. This written agreement must be made no less than 30 days before the current term expires.



Order Placement

ACME-1 will place orders for goods and services covered by this BPA via individual purchase orders. All purchase orders must reference this BPA to be valid under its terms. Each purchase order will detail the specific items or services requested, quantities, required delivery dates, and delivery locations. DocuPal Demo, LLC will confirm receipt of each purchase order.

Pricing and Payment

The pricing for goods and services will be as outlined in **Appendix A: Pricing Schedule**. Prices are fixed for the initial term of this BPA. Any price adjustments for renewal terms will be negotiated and documented in writing. Payment terms are net 30 days from the date of invoice approval. Payments shall be made in United States Dollars (USD).

Order Modifications

Modifications to existing purchase orders require written consent from both DocuPal Demo, LLC and ACME-1. Change requests must be submitted in writing. These requests should include a detailed description of the modification, the reason for the change, and any impact on pricing or delivery schedules. DocuPal Demo, LLC will evaluate the proposed changes and provide a written response within five (5) business days. No modifications will be binding unless agreed upon in writing by both parties.

Termination

Either party may terminate this BPA for a material breach of contract by the other party. Written notice of intent to terminate must be provided thirty (30) days prior to the effective date of termination. The notice must specify the nature of the breach. ACME-1 will be responsible for payment for all goods and services received and accepted prior to the termination date.

General Terms

This BPA is governed by the laws of the State of California, without regard to its conflict of laws principles. Any disputes arising under or related to this BPA will be resolved through good faith negotiations. If negotiation fails, the parties agree to



pursue mediation before initiating legal action.

Pricing and Payment Terms

DocuPal Demo, LLC will provide goods and services to ACME-1 based on the pricing outlined below. This includes fixed pricing and volume discounts.

Pricing Structure

DocuPal Demo, LLC will maintain fixed pricing for individual goods and services purchased by ACME-1. We also offer volume discounts. These discounts apply to larger orders, encouraging cost savings for ACME-1. Specific discount tiers are detailed in **Appendix A**.

Volume Discount Tiers

The following chart illustrates the volume discount tiers available to ACME-1:

Payment Schedule and Processing

DocuPal Demo, LLC will invoice ACME-1 for goods and services rendered. ACME-1 will remit payment within net 30 days from the invoice date. Payments will be processed via electronic funds transfer. Details for electronic transfer are on each invoice.

Penalties and Incentives

To ensure timely delivery, DocuPal Demo, LLC includes both penalties and incentives. If DocuPal Demo, LLC fails to deliver goods or services by the agreed-upon date, penalties may apply. Conversely, early delivery may result in incentives for DocuPal Demo, LLC. Specific penalty and incentive amounts are described in **Appendix B**. Penalties will be calculated as a percentage of the total order value. Incentives will be calculated similarly.



Scope of Work and Deliverables

This Blanket Purchase Agreement (BPA) defines the scope of work and deliverables that DocuPal Demo, LLC will provide to ACME-1. It includes the provision of office supplies, IT equipment, and consulting services, as further detailed below.

Goods and Services

DocuPal Demo, LLC will supply the following goods and services to ACME-1 under this BPA:

- **Office Supplies:** A comprehensive range of standard office supplies. Specific items and quantities will be detailed in individual purchase orders.
- **IT Equipment:** This includes computers, printers, networking devices, and related accessories. Exact specifications and models will be specified in each purchase order.
- **Consulting Services:** Expert advice and support in areas to be defined on a project-by-project basis. The scope of consulting services will be detailed in individual statements of work (SOWs) attached to specific purchase orders.

Quality and Performance Standards

All goods and services provided under this BPA must meet the quality and performance standards outlined in **Exhibit A: Quality and Performance Standards**. DocuPal Demo, LLC is responsible for ensuring that all products are free from defects and that all services are performed with a high degree of professionalism and expertise. ACME-1 reserves the right to inspect all goods upon delivery and to reject any goods that do not meet the specified standards.

Delivery and Fulfillment

DocuPal Demo, LLC will deliver all goods to ACME-1 within five (5) business days of receiving a purchase order. Fulfillment of all orders must adhere strictly to the specifications outlined in each individual purchase order. Any deviation from these specifications must be communicated to and approved by ACME-1 in writing prior to shipment or service delivery.



Roles and Responsibilities

This section defines the roles and responsibilities of DocuPal Demo, LLC and ACME-1 under this Blanket Purchase Agreement. It ensures clear accountability for order management, issue resolution, and dispute escalation.

Order Management

ACME-1 is responsible for placing and verifying orders according to the terms outlined in this agreement. DocuPal Demo, LLC is responsible for fulfilling those orders promptly and accurately.

Issue Resolution

Both parties are committed to resolving issues quickly and efficiently. The primary method for issue resolution will be through email and phone communication between the designated contacts.

Dispute Escalation

In the event that issues cannot be resolved through the standard channels, the matter will be escalated to senior management at both DocuPal Demo, LLC and ACME-1. If senior management cannot resolve the dispute, both parties agree to pursue resolution through mediation or, if necessary, binding arbitration.

Key Contacts

- DocuPal Demo, LLC: John Smith, Account Manager
- ACME-1: Jane Doe, Procurement Manager

Compliance and Legal Requirements

DocuPal Demo, LLC and ACME-1 will adhere to all applicable state and federal laws. This agreement is subject to and governed by these legal standards.



Confidentiality

Both parties acknowledge that confidential information may be exchanged during the term of this Blanket Purchase Agreement. Any confidential information shared will be protected under the terms of a mutually agreed upon Non-Disclosure Agreement (NDA). This NDA outlines the specific protections and limitations regarding the use and disclosure of such information.

Indemnification

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 resulting from:

- Any defects in the products provided under this BPA.
- The negligence or willful misconduct of DocuPal Demo, LLC, its employees, or agents.
- Any breach of this BPA by DocuPal Demo, LLC.

Performance Monitoring and Reporting

Performance Monitoring

DocuPal Demo, LLC will monitor its performance against key performance indicators (KPIs) to ensure quality and continuous improvement. We will track order fulfillment time, product quality, and customer satisfaction. These metrics help gauge our operational efficiency and the quality of goods and services provided to Acme, Inc.

Reporting

Performance reports will be generated quarterly. These reports will offer insights into our performance trends. Acme, Inc. can use these reports to assess our ongoing performance and identify areas for potential improvement.



Performance Reviews

DocuPal Demo, LLC and Acme, Inc. will conduct joint performance reviews. These reviews will be based on the quarterly performance reports. The reviews will serve as a platform to discuss performance, address concerns, and collaboratively identify opportunities for improvement and innovation.

Amendments and Renewal

Amendments

This Blanket Purchase Agreement (BPA) may be amended. Any changes, modifications, or alterations to this BPA require a written agreement. This written agreement must be duly signed by authorized representatives of both Docupal Demo, LLC and ACME-1. No other form of modification is valid.

Renewal

This BPA is effective from 2025-08-09 and will continue for the period outlined in the agreement. This BPA does not include any automatic renewal clauses. If both Docupal Demo, LLC and ACME-1 mutually agree to renew this BPA, a written agreement is necessary. This written agreement must be executed at least 60 days before the current BPA expiration date. The renewal agreement will outline any changes to the terms, conditions, pricing, or scope of work.

Contact Information and Signatures

DocuPal Demo, LLC Contact Information

Address: 123 Main Street, Anytown, CA 54321

Acme Inc. Contact Information

Address: 456 Oak Avenue, Anytown, CA 54322



Signatures

This Blanket Purchase Agreement is effective as of January 1, 2024.

DocuPal Demo, LLC

By: _____

Name: John Smith

Title: CEO

Date: _____

Acme Inc.

By: _____

Name: Alice Johnson

Title: CFO

Date: _____

