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Introduction and Purpose

Introduction

This Side Letter Agreement (the "Side Letter") is entered into as of 2025-08-09, by and between Docupal Demo, LLC, a company organized under the laws of 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 United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

This Side Letter serves to amend specific terms and conditions of that certain Master Services Agreement currently in effect between Docupal and ACME-1 (the "Original Agreement").

Background

ACME-1 has experienced unforeseen financial constraints that impact its ability to adhere to the payment schedule outlined in the Original Agreement. Consequently, the parties desire to modify the payment terms to accommodate ACME-1's current financial situation while ensuring Docupal receives due compensation for its services. This Side Letter details the revised payment schedule and outlines the conditions under which these modifications apply. All other terms and conditions of the Original Agreement shall remain in full force and effect, except as expressly modified herein.

Recitals

Background

DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, United States, and Acme, Inc ("ACME-1"), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, are parties to a certain Master Services Agreement.



DocuPal Demo, LLC and ACME-1 entered into the Master Services Agreement to define the terms and conditions under which DocuPal Demo, LLC would provide services to ACME-1.

Purpose of this Side Letter

ACME-1 is experiencing a temporary downturn in revenue. As a result, ACME-1 has requested a modification to the payment terms outlined in the original Master Services Agreement.

Specifically, this Side Letter Agreement amends Section 4 (Payment Terms) of the Master Services Agreement.

Both DocuPal Demo, LLC and ACME-1 desire to amend the Master Services Agreement to reflect a revised payment schedule that accommodates ACME-1's current financial constraints, while ensuring DocuPal Demo, LLC is appropriately compensated for services rendered. This agreement outlines the revised payment schedule and other related terms.

Amendment Terms and Modifications

This Side Letter Agreement amends and supplements certain terms of the Master Services Agreement between DocuPal Demo, LLC ("DocuPal") and Acme, Inc. ("Acme"), effective as of the date of this agreement.

Revised Payment Schedule

Section 4 of the Master Services Agreement is hereby amended to reflect the following revised payment schedule:

- **Original Payment Terms:** [Details of original payment terms from Master Services Agreement would be inserted here].
- **Revised Payment Terms:** Due to ACME-1's current financial constraints, DocuPal agrees to the following temporary modifications to the payment schedule:



Payment Milestone	Original Due Date	Revised Due Date	Amount (USD)
[Milestone 1 Description]	[Date]	[Date]	[Amount]
[Milestone 2 Description]	[Date]	[Date]	[Amount]
[Milestone 3 Description]	[Date]	[Date]	[Amount]
Total Deferred			[Amount]

The revised payment schedule provides ACME-1 with a deferral of certain payments as detailed above.

Conditions Precedent

The revised payment schedule outlined above is contingent upon ACME-1 providing DocuPal with monthly financial reports. These reports are to be delivered to DocuPal no later than the 15th day of each month, commencing September 15, 2025. The financial reports must accurately reflect ACME-1's financial status and include [Specify required financial statements or metrics].

DocuPal's Right to Revert

DocuPal reserves the right to revert to the original payment terms as outlined in Section 4 of the Master Services Agreement under the following conditions:

- ACME-1 fails to make any payment under the revised payment schedule within five (5) business days of the specified due date.
- ACME-1 fails to provide the required monthly financial reports as described above.
- ACME-1 experiences a material adverse change in its financial condition that, in DocuPal's reasonable determination, impairs ACME-1's ability to meet its payment obligations.

Upon the occurrence of any of these conditions, DocuPal will provide written notice to ACME-1. ACME-1 will then have ten (10) business days to cure the default. If the default is not cured within this period, the original payment terms will be reinstated immediately. Any deferred payments will become immediately due and payable.



No Further Modification

Except as expressly modified by this Side Letter Agreement, all other terms and conditions of the Master Services Agreement shall remain in full force and effect. Nothing in this agreement should be construed as a waiver of any rights or remedies available to DocuPal under the Master Services Agreement, except as explicitly stated herein with respect to the payment schedule.

Representation and Warranties

Representations and Warranties

Acme, Inc. Representations and Warranties

ACME-1 represents and warrants that it is committed to fulfilling its obligations under the Original Agreement. ACME-1 also represents that it will provide accurate and timely financial reports to DocuPal Demo, LLC. ACME-1 warrants that it has the full right, power, and authority to enter into this Side Letter Agreement and to perform its obligations hereunder.

DocuPal Demo, LLC Representations and Warranties

DocuPal Demo, LLC represents and warrants that it will work in good faith to ensure the success of this Side Letter Agreement. DocuPal Demo, LLC warrants that it has the full right, power, and authority to enter into this Side Letter Agreement and to perform its obligations hereunder. Each party represents and warrants that the execution, delivery, and performance of this Side Letter Agreement do not violate any applicable law, regulation, order, or agreement to which it is a party or by which it is bound.

Confidentiality Obligations

ACME-1 acknowledges that, during the term of this Side Letter Agreement, it may provide Docupal Demo, LLC with confidential financial information. This information includes, but is not limited to, monthly financial reports. Docupal Demo, LLC agrees to treat all such financial information as confidential.



Scope of Confidentiality

Confidential information includes any data or insights ACME-1 shares with Docupal Demo, LLC that is not publicly available. Docupal Demo, LLC will protect this information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

Exceptions

The confidentiality obligations outlined in this section do not apply to information that:

- Is or becomes publicly available through no fault of Docupal Demo, LLC.
- Is required to be disclosed by law or legal process.

Duration

The confidentiality obligations under this Side Letter Agreement will continue for a period of five (5) years from the date of termination of the Original Agreement.

Term and Termination

Effective Date and Term

This Side Letter Agreement takes effect on July 26, 2024. It will continue until ACME-1 completes all payment obligations as outlined in the revised payment schedule.

Termination

Docupal Demo, LLC can terminate this Side Letter Agreement if ACME-1 fails to meet the revised payment schedule. Termination is also possible if ACME-1 does not provide timely and accurate financial reports as requested.



Post-Termination Obligations

After termination, ACME-1 must return or destroy all confidential information belonging to Docupal Demo, LLC. The obligations regarding confidentiality will continue even after this Side Letter Agreement ends.

Miscellaneous Provisions

Governing Law and Dispute Resolution

This Side Letter Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Side Letter Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in a location mutually agreed upon by both parties. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1.

Amendments

This Side Letter Agreement may only be amended, modified, or supplemented by a written agreement signed by authorized representatives of both Docupal Demo, LLC and ACME-1. No modification of this Side Letter Agreement will be effective unless it is in writing and signed by both parties.

Severability

If any provision of this Side Letter Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Side Letter Agreement will continue in full force and effect. The parties will negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the original intent of the parties as closely as possible.

Entire Agreement

This Side Letter Agreement, including the Master Services Agreement, constitutes the entire agreement between Docupal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior or contemporaneous



communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Notices

All notices and other communications under this Side Letter Agreement 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 a nationally recognized overnight courier service, to the addresses set forth in the main agreement.

Execution and Signature

Execution

This Side Letter Agreement shall become effective as of July 26, 2024.

Signatures

The parties agree to the terms and conditions outlined in this Side Letter Agreement.

	Docupal Demo, LLC	Acme, Inc
Signature		
Name	[Name]	[Name]
Title	CEO	CFO
Date	July 26, 2024	July 26, 2024
Witness Signature		
Witness Name		
Witness Date	July 26, 2024	July 26, 2024

