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Introduction and Background

Introduction

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

Background

This Amendment modifies the Original Software Development Agreement, executed on January 1, 2023, between Docupal Demo and ACME-1. Due to unforeseen technical challenges encountered during the project's execution, adjustments to the project's scope, delivery deadlines, and payment schedule are necessary. This Amendment outlines these changes and introduces a new clause addressing intellectual property rights to ensure clarity and mutual understanding between both parties. All other terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically modified herein.

Amendment Details

This Amendment modifies the existing Software Development Agreement between Docupal Demo, LLC ("Producer") and Acme, Inc ("Client"). It addresses changes to project scope, delivery deadlines, and payment schedules due to unforeseen technical challenges. Additionally, it introduces a new clause concerning intellectual property rights.

Modified Sections

The following sections of the original agreement are hereby modified:



- **Section 3.1 (Project Scope):** The project scope is revised to reflect adjustments made to accommodate technical challenges encountered during Phase 1. Details of these adjustments are outlined in **Appendix A** of this Amendment.
- **Section 4.2 (Delivery Deadlines):** The delivery deadline for Phase 2 is extended to September 30, 2024. All other delivery deadlines remain as originally defined in the agreement.
- **Section 7.1 (Payment Schedule):** The payment schedule is adjusted to align with the revised delivery deadlines. The updated payment schedule is detailed in **Appendix B** of this Amendment.

New Clauses

A new clause is added to the agreement:

- **Section 3.5 (Intellectual Property Rights):** This clause defines the ownership and usage rights for intellectual property developed as part of the project, specifically regarding the new features implemented. The full text of this clause is as follows:

All intellectual property rights pertaining to the new features developed under this agreement shall vest in ACME-1. Docupal Demo, LLC retains the right to use the underlying code and technology for other projects, provided that no confidential information belonging to ACME-1 is disclosed or utilized.

Roles and Responsibilities

There are no changes to the roles and responsibilities of either Docupal Demo, LLC, or ACME-1 as defined in the original agreement. All existing obligations remain in full effect, except as specifically modified by this Amendment.

Effect of Amendment

This Amendment alters the original Software Development Agreement between Docupal Demo, LLC and ACME-1. From the effective date of this Amendment, the revised terms will govern the agreement.



Superseded Provisions

Specifically, this Amendment supersedes sections 3.1 (Project Scope), 4.2 (Delivery Deadlines), and 7.1 (Payment Schedule) of the original agreement. The terms outlined in these sections are no longer applicable and are replaced by the terms detailed within this Amendment.

Remaining Provisions

All provisions of the original Software Development Agreement not specifically addressed and amended herein remain in full force and effect. This Amendment should be read in conjunction with the original agreement, with the terms of this Amendment taking precedence where inconsistencies exist in relation to project scope, delivery, and payments.

Enforcement

The amended terms outlined in this document will be used for all enforcement purposes regarding the project scope, delivery deadlines, and payment schedules.

Consideration and Acknowledgements

Docupal Demo, LLC will receive additional payment of \$10,000 USD as consideration for the expanded project scope and extended timeline outlined in this Amendment. This payment covers the added features and addresses the unforeseen technical challenges encountered during the project.

Acknowledgements

ACME-1 and Docupal Demo, LLC acknowledge and agree to all the modifications, terms, and conditions specified in this Amendment. All parties enter into this Amendment voluntarily, with full understanding of its implications. No additional disclaimers or warranties are included beyond those in the original agreement.

Signatures and Execution

This Amendment shall become effective as of July 15, 2024.



Execution

In witness whereof, the parties have executed this Amendment as of the last date written below.

Docupal Demo, LLC

Signature:	
Name:	John Smith
Title:	CEO
Date:	August 9, 2025
Notary Public:	
Notary Signature:	

Acme, Inc

Signature:	
Name:	Jane Doe
Title:	CEO
Date:	August 9, 2025
Notary Public:	
Notary Signature:	

This Amendment requires notarization to be considered fully executed. Signatures from both parties must be notarized to validate this Amendment.

Definitions and Interpretation

For the purposes of this Amendment, the following definitions apply:

- "Agreement" means the original Software Development Agreement between Docupal Demo, LLC and ACME-1.



- "Amendment" means this document, which modifies the original Software Development Agreement.
- "Effective Date" means the date this Amendment is signed by both parties.
- "New Features" means those software functionalities specifically detailed and described in Exhibit A attached to this Amendment.

Interpretation

This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any conflict between the terms of the original Agreement and this Amendment, the terms of this Amendment will prevail. All other terms and conditions of the original Agreement, not specifically modified by this Amendment, shall remain in full force and effect.

Miscellaneous Provisions

Governing Law

This Amendment will be governed by and interpreted according to the laws of the State of Delaware. This applies without regard to any conflict-of-laws principles.

Dispute Resolution

Any disputes arising from or relating to this Amendment will be resolved through standard arbitration procedures. These procedures are as outlined in the original Software Development Agreement.

Further Assurances

Each party agrees to perform all further acts and execute and deliver all additional documents and instruments necessary to fully effectuate the purposes of this Amendment and Exhibit A. This includes taking any actions reasonably required to implement and maintain the changes outlined herein.



Entire Agreement

This Amendment, including all exhibits, constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter.

Counterparts

This Amendment 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.

Related Documents and References

This Amendment includes and is subject to the following document:

- Exhibit A

This Amendment stands alone. It does not incorporate or amend any prior agreements, amendments, or exhibits other than those explicitly listed above.

