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Introduction and Purpose

Introduction

This Novation Agreement, effective as of today, 2025-08-09, is made by and among Acme, Inc ("ACME-1"), NewCo ("Assignee"), and Docupal Demo, LLC ("Counterparty").

Purpose of this Agreement

This document serves to novate a certain Software Services Contract. ACME-1 wishes to transfer all of its rights and obligations under the Software Services Contract to NewCo. Docupal Demo, LLC, as the Counterparty to the original contract, consents to this transfer.

Understanding Novation

Novation is a legal mechanism that transfers both the benefits and burdens of a contract to a new party. Unlike an assignment, which only transfers benefits, novation requires the consent of all original parties. This agreement ensures that NewCo steps into the shoes of ACME-1, assuming all responsibilities and entitlements under the Software Services Contract. Common scenarios necessitating novation include business acquisitions, mergers, or corporate restructuring. Upon execution of this Novation Agreement, ACME-1 will be fully released from any future liabilities or obligations related to the Software Services Contract.

Parties Involved

Parties to this Agreement

This Novation Agreement involves three distinct parties, each with a specific role.

Assignor



Acme, Inc, referred to as ACME-1, is the assignor. ACME-1 is a business entity organized under the laws of United States, with its principal business address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. ACME-1 is the party transferring all its rights and obligations under the Original Agreement.

Assignee

The assignee, referenced as NewCo, is the new party assuming the rights and obligations of ACME-1 under the Original Agreement. NewCo will be fully bound by the terms and conditions outlined in the Original Agreement, as amended by this Novation Agreement.

Counterparty

Docupal Demo, LLC, the counterparty, is a limited liability company organized under the laws of United States, with its principal business address at 23 Main St, Anytown, CA 90210. As the original service provider under the Original Agreement, Docupal Demo, LLC consents to the transfer of rights and obligations from ACME-1 to NewCo. Its base currency is USD. Docupal Demo, LLC acknowledges and agrees to the novation, releasing ACME-1 from any further liabilities or obligations from the effective date.

Terms of Novation

Transfer of Rights and Obligations

ACME-1 hereby transfers all of its rights, title, and interest in and to the Software Services Contract, dated January 1, 2024 (the "Original Contract"), to NewCo. This transfer includes all benefits, claims, and causes of action related to the Original Contract. NewCo accepts this transfer and agrees to be bound by all the terms and conditions of the Original Contract, as if it were an original party to it.

Assumption of Liabilities

NewCo assumes all liabilities, obligations, and responsibilities of ACME-1 under the Original Contract. This includes, but is not limited to, the obligation to perform all services, make all payments, and comply with all covenants and conditions required



of ACME-1 under the Original Contract. ACME-1 is released from any and all further obligations and liabilities under the Original Contract from the Effective Date.

Effective Date

This Novation Agreement, and the transfer of rights and assumption of liabilities described herein, will become effective upon the date of its full execution by all parties (the "Effective Date"). For the avoidance of doubt, Docupal Demo, LLC will continue providing the services as outlined in the original agreement, now with NewCo as the contracting party, from the Effective Date.

Confirmation by Docupal Demo, LLC

Docupal Demo, LLC acknowledges and consents to the transfer of the Original Contract from ACME-1 to NewCo. Docupal Demo, LLC agrees to continue performing its obligations under the Original Contract, with NewCo now being the counterparty. Docupal Demo, LLC confirms that the Original Contract remains in full force and effect, and that this Novation Agreement does not alter the terms and conditions of the Original Contract, except for the substitution of NewCo for ACME-1.

Representations and Warranties

Authority to Enter Agreement

ACME-1 represents and warrants that it has the full right, power, and authority to enter into this Novation Agreement and to perform its obligations hereunder. ACME-1 further represents that the individual signing this Agreement on its behalf is duly authorized to do so.

NewCo represents and warrants that it has the full right, power, and authority to enter into this Novation Agreement and to perform its obligations hereunder. NewCo further represents that the individual signing this Agreement on its behalf is duly authorized to do so.

DocuPal Demo, LLC represents and warrants that it has the full right, power, and authority to enter into this Novation Agreement and to perform its obligations hereunder. DocuPal Demo, LLC further represents that the individual signing this Agreement on its behalf is duly authorized to do so.



Validity of Original Agreement

DocuPal Demo, LLC warrants that the Original Agreement, is in full force and effect and is a valid and enforceable agreement in accordance with its terms as of the Effective Date.

Consent and Release

Consent

DocuPal Demo, LLC hereby consents to the novation of the Software Services Contract. This consent acknowledges the transfer of all rights, obligations, and liabilities of ACME-1 to NewCo. Consent is documented by the signatures of authorized representatives of all three parties to this agreement.

Release of Liability

Upon the effective date of this Novation Agreement, ACME-1 is fully and unconditionally released from any and all further obligations, responsibilities, and liabilities related to the Software Services Contract. This release is comprehensive and covers all potential claims, demands, or causes of action that may arise after the effective date. This release is binding and enforceable.

Governing Law and Jurisdiction

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

Dispute Resolution

Any legal action or proceeding arising under, out of, or relating to this Agreement shall be brought exclusively in the courts of Delaware. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. The parties agree that the courts of Delaware shall be the exclusive forum for resolving any disputes related to this Agreement, ensuring a consistent and predictable legal framework for interpretation and enforcement.



Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument signed by all parties.

Notices

All notices relating to this Agreement must be in writing. Notices will be sent by certified mail to the addresses listed in this Agreement.

Confidentiality

Each party agrees to keep the terms of this Agreement confidential. No party will disclose these terms to any third party without prior written consent. This clause survives the termination of this Agreement.

Severability

If any provision of this Agreement 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.

Governing Law

The laws of the State of California govern this Agreement, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising from this Agreement shall first be attempted to be resolved through good faith negotiation. If negotiation fails, the parties agree to resolve the dispute through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, California.



Signatures and Execution

This Novation Agreement shall be effective as of August 9, 2025.

Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (e.g., PDF) shall be as effective as delivery of an original executed counterpart.

Signatures

The parties acknowledge that they have read and understood this Novation Agreement and agree to be bound by its terms and conditions.

To acknowledge their agreement to the terms outlined herein, each party shall execute this Novation Agreement through its duly authorized representative. It is recommended, but not required, that each party's signature be duly notarized.

Acme, Inc.

By: _____

Name:

Title:

Date: _____

NewCo

By: _____

Name:

Title:

Date: _____



Docupal Demo, LLC

By: _____

Name:

Title:

Date: _____

